

Town of Hingham

Request for Proposals

Services: Real Property Reassessment Program FY23



ISSUE DATE:	January 13, 2022
LAST DATE FOR QUESTIONS NO LATER THAN:	January 20, 2022 at 2:00 PM
PROPOSALS DUE NO LATER THAN:	January 27, 2022 at 3:00 PM
DELIVER PROPOSALS TO: Town Administrator's Office Hingham Town Hall 210 Central St. Hingham, MA 02043 ATTN: Kathleen Reilly, Procurement and Contracts Manager	
CONTACT:	Kathleen Reilly, Procurement and Contracts Manager reillyk@hingham-ma.gov

This document and any addenda thereto are issued electronically only. It is the responsibility of every bidder who receives this bid and all associated documents to check the Town of Hingham Bid Posting Site, www.hingham-ma.gov/bids for any addenda or modification to this solicitation, if they intend to respond. The Town of Hingham accepts no liability to provide accommodation to bidders who submit a response based upon an out of date solicitation document. 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, or which change the intent of this bid are prohibited and may disqualify a response.

SECTION I. INTRODUCTION AND BACKGROUND

INTRODUCTION

The Town of Hingham, Massachusetts is undertaking a program to update all Real Property Assessments for Fiscal Year 2023 pursuant to the General Laws of the Commonwealth of Massachusetts.

The awarded Contractor will value the types of property identified in this RFP in compliance with the General Laws of the Commonwealth of Massachusetts. In addition, 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.

The valuation and use of all property so described shall be determined as of January 1, 2022.

The Town is licensed to use the *Appraisal Vision*® CAMA Software of Vision Government Solutions of Northborough, Massachusetts. The contractor must have the ability to work with the Appraisal Vision System currently in use in the Assessor's Office, and shall guarantee certification by the Massachusetts Department of Revenue for the valuation date of January 1, 2022, using the Town's appraisal system. All data entry will be the responsibility of the Contractor.

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 can be rejected by the Assessors as non-responsive. The award of this contract will be made by the Hingham Board of Assessors and/or Town Administrator and/or Select Board.

PROJECT TIMETABLE

Any proposal which cannot meet a September 30, 2022 completion date for the Fiscal Year 2023 Update will be rejected.

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

BACKGROUND - PROFILE OF HINGHAM

Hingham is located in Plymouth County, Massachusetts and contains approximately the following number of parcels:

PROPERTY TYPE	PARCEL COUNT
<u>101</u>	
<u>102</u>	
<u>103, 109</u>	
<u>104</u>	
<u>105</u>	See attached LA4
<u>111-125</u>	
<u>130-132, 106</u>	
<u>300-393</u>	
<u>400-442</u>	
<u>450-452</u>	
<u>700</u>	
<u>800</u>	
<u>900</u>	
<u>012-043</u>	
Total	8,790

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, and all contracts must be strictly awarded in accordance with the requirements of the Request for Proposal. The Town has no discretion under the law to consider proposals that fail to comply with those requirements, except for minor informalities as permitted by MGL Chapter 30B Section 5(f). If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be posted to the Town website Bid Posting Section www.hingham-ma.gov/bids. The Town reserves the right to waive informalities and take any actions deemed to be in the best interest of the Town.

The Town has determined that the selection of the most advantageous offer requires comparative judgments of factors in addition to price in accordance with M.G.L. c. 30B, § 6.

SECTION II. KEY DATES FOR THIS PROPOSAL

Key dates for this Proposal	
January 13, 2022	RFP available on the Town of Hingham website: www.hingham-ma.gov/bids
January 13, 2022	Posted to COMMBUYS
By January 12, 2022	Posted to Patriot Ledger
January 20 , 2022	Last day for written questions due to Procurement and Contracts Manager by 2:00 PM
January 27, 2022	Proposals Due, no later than 3:00:00 PM to Town Administrator's Office Hingham Town Hall 210 Central St. Hingham, MA 02043 ATTN: Kathleen Reilly, Procurement and Contracts Manager
January 27, 2022	Non-Price Technical Proposals will be opened via Zoom at 3:00 PM Zoom: https://us02web.zoom.us/ Meeting ID: 894 77482668 Passcode: 287266
Early February 2022	Selection of Most Advantageous Proposer
February, 2022	Estimated start date

SECTION III. PROPOSAL INSTRUCTIONS

A. INSTRUCTIONS TO PROPOSERS

- i. The Town may cancel this RFP, in whole or in part, or may reject all proposals submitted in response, or may procure only some goods and/or services outlined in this RFP whenever such action is determined to be fiscally advantageous to the Town or if it is otherwise in the best interest of the Town.
- ii. The Town may request that supplementary information be furnished to assure the Town that a proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.
- iii. Required forms are provided by the awarding authority in the appendices attached. All proposals shall be in ink or typewritten and must be presented in an organized and clear manner.
- iv. Questions or clarifications rising from these documents shall be submitted to the Procurement and Contracts Manager, reillyk@hingham-ma.gov . They must be submitted in accordance with Section II “Key Dates for This Proposal.”
- v. Each proposer shall acknowledge receipt of any and all addendum issued to the

Request for Proposal by so indicating in the Contractor Information Sheet (Appendix A). Failure to do so may be cause to reject the proposal as being unresponsive.

- vi. The proposer shall sign the proposal correctly in ink or in the case of an organization, firm, partnership or corporation; a person having the legal authority from said organization to sign the proposal will sign the document.
- vii. Proposers may correct, modify or withdraw the original proposals on or before the date and time as stated in the "Legal Advertisement". Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the vendor. Any late correction or modification to the proposal will not be accepted. A proposer who wishes to withdraw a proposal must make a request in writing.
- viii. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to his/her proposal.
- ix. It is understood that the firm/individual's Proposal to the Town to provide said services and products will remain valid for 60 days past the submission deadline.
- x. The proposer's attention is directed to the fact that all applicable state laws, town bylaws, and the rules and regulations of all authorities having jurisdiction over proposal/purchase shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.
- xi. It is understood that the proposer has submitted the Proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process. See Certificate of Non-Collusion attached (Appendix B).
- xii. All costs involved in preparing the Proposal will be borne by the vendor; 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.
- xiii. All responses are to include a statement that the Proposal is in accordance with this Request for Proposal and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.
- xiv. Proposals, which are incomplete, conditional or obscure, will be rejected. No award will be made to any proposer who cannot satisfy the awarding authority that he/she/it has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The awarding authority's decision or judgment on these matters shall be final, conclusive and binding.

- xv. Proposals shall be submitted to the **Town Administrator's Office, Hingham Town Hall, 210 Central St., Hingham, MA 02403, Attn: Kathleen Reilly, Procurement and Contracts Manager**. Any proposal received after the date and time stated in Section II "Key Dates for this Proposal" will be deemed "non-responsive" and shall not be opened. Unopened proposals will be returned to the proposer.
- xvi. The evaluation of the Non-Price Proposals will be conducted by the Hingham Board of Assessors (sometimes also known herein as the "Evaluation Committee"). The judgment of the evaluators will be based upon the evaluation criteria set forth in this RFP and shall be final.
- xvii. The Non-Price Proposals will be opened via Zoom on the date and at the time stated in Section II "Key Dates for This Proposal" and the name of the person or organization submitting a proposal will be read and recorded. The contents of all proposals will be opened privately and not be disclosed to the public or competing proposers until the evaluation process is completed in accordance with M.G.L. c. 30B, § 6(d). A register of proposals will be completed indicating the name of the proposer. This register may be viewed upon request. The names of the witnesses will also be recorded. The Price Proposals will be opened only after the evaluation has been completed.
- xviii. Any contract resulting from this RFP shall be awarded to the proposer whose Proposal is deemed to be the most Highly Advantageous to the Town taking into consideration the Price Proposal. The Evaluation Committee will be the sole judge in determining whether a vendor's proposal satisfies the requirements of this RFP and whether or not the Proposal will prove advantageous to the Town. The selected vendor will be under contractual agreement to the Town per the attached Town of Hingham Sample Agreement.
- xix. Response to this Request for Proposal acknowledges the vendor's acceptance of all sections and requirements of this document. The Request for Proposal and the successful firm/individual's proposal are incorporated into the Town's Standard Agreement.
- xx. Services provided by the successful proposer shall be rendered through the Town's Standard Agreement. A sample copy is included in this RFP packet. The successful proposer will not be considered an employee of the Town and will not receive any benefits of an employee.

B. PRE-PROPOSAL CONFERENCE

None

C. QUESTIONS AND CLARIFICATIONS

Questions requiring clarification shall be submitted in writing by email to the Procurement and Contracts Manager prior to the date indicated in Section II, "KEY DATES FOR THIS PROPOSAL" in order to afford the Town adequate time to respond with a correction or additional information prior to the deadline for submission of proposals. Should it be found necessary, a written addendum will be incorporated into the RFP and will become part of the contract. Those who have registered to download a copy of the RFP will be notified of such changes via email from the Town's Bid Site.

D. NOTIFICATION OF AWARD

All proposers will be notified of the selection decision within 60 days of the date proposals are due to the Town unless otherwise notified by the Town. In no case will the award be made beyond 60 days unless the vendor agrees to extend the period of time in which the proposal is valid.

E. CONTRACT

This Request for Proposal, as well as the selected firm/individual's proposal, and any addenda to that proposal will become part of the final contract.

F. MONITORING

On a regular basis, appropriate members of Town may review the firm/individual's operations and inform the firm/individual if there are any issues associated with the service provided by the firm/individual. In light of serious infractions, illegal activities, or potential harm to the environment, the Town Administrator, Assistant Town Administrator, or designees will have the authority to cease any and all Contractor operations at any time.

G. INTERVIEW/DEMONSTRATION

After their review of the proposer's technical proposal, the RFP Evaluation Committee *may* request an interview. Proposers whose submittals are determined to be not advantageous or that did not meet the minimum requirements will be eliminated for further consideration.

In accordance with those interviews, if offered, the RFP Evaluation Committee will then rank those finalists and make a recommendation of award to the Hingham Board of Assessors/Town Administrator/Select Board, as the awarding authority on this project, subject to the satisfactory negotiations of the plan of services and fee. If the Town Administrator, or designee, is unable to negotiate a contract, including any modifications to the fee, with the top-ranked finalist, the Town Administrator, or designee, will then commence negotiations with the next ranked finalist and so on, until a contract is successfully negotiated and approved by the Hingham Board of Assessors and/or the Select Board.

Reimbursement for expenses incurred for an interview will not be forthcoming to either the awarded Contractor or any other candidate asked to be interviewed. The Town of Hingham reserves the right to change the interview period or to extend the dates during which interviews may be undertaken.

H. MISCELLANEOUS INFORMATION

All information acquired by the firm/individual from the municipality or from others at the expense of the municipality in performance of the Contract, shall be and remains the property of the municipality. All records, data file, computer records work sheets, deliverable products complete and incomplete, and all other types of information

prepared or acquired by the proposer for delivery to the Town shall be and remain the property of the Town.

The firm/individual agrees that he/she/it will use this information only as required in the performance of this Contract and will not, before or after the completion of this Contract, otherwise use said information, nor copy, nor reproduce the same in any form except pursuant to the sole written instructions of the Town.

I. EQUAL EMPLOYMENT OPPORTUNITY ANTI-DISCRIMINATION PROGRAM

The Town of Hingham will require Contractors and subcontractors involved in local municipal projects to abide by the Equal Opportunity Anti-Discrimination Program guidelines below, which form a part of the contract generating from this RFP.

During the performance of this contract, the Contractor and all of (his) Sub- Contractors (wherein after collectively referred to as the Contractor), for himself, his assignees, and successors in interest, agree as follows:

The Contractor, in the performance of all work after award and prior to completion of the contract work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors, or in the procurement of materials and rentals of equipment. Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B)

The Contractor by signing the contract offered by the Town agrees to abide by the above paragraph to the best of his/her/its ability.

SECTION IV. PROPOSAL REQUIREMENTS

The contractor shall demonstrate an ability to work with the Appraisal Vision 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 for the valuation date of January 1, 2022, utilizing the Town's appraisal system.

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 can be rejected by the Assessors as non-responsive. The award of this contract will be made by the Hingham Board of Assessors and/or Town Administrator and/or Select Board.

The Town reserves the right to amend this proposal for an Update Program for Equitable Assessments 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 *Appraisal Vision*® CAMA Software of Vision Government Solutions of Northborough, Massachusetts and is not looking to change software at this time.

All data entry will be the responsibility of the Contractor. 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. A list of Massachusetts Municipalities for which the Contractor has completed Revaluation/Update Programs.
3. A list of the Revaluation/Update Contracts for which the Contractor is currently committed.
4. Listing of Massachusetts Municipalities for which the contractor has used the Vision Version 8 CAMA Software.
5. Written assurances that the Revaluation/Update will meet Department of Revenue Certification Requirements.

A. MINIMUM REQUIREMENTS

The Evaluation Committee shall reject proposals which do not meet the following certain minimum requirements:

1. The proposal must be from an established business, corporation, partnership, firm or individuals who normally furnish such goods and/or services as the principal business for which the corporation or firm is formed.
2. All proposals must be received in the Town Administrator's Office as stated in "Legal Advertisement"- Appendix F. Each proposal shall be in SEALED envelopes, clearly marked on the outside of the envelope to indicate the contents, and the name and address of the proposer. Sealed Non Price Proposals must be submitted in a separate, sealed envelope from the Sealed Price Proposal. *NOTE: Although required to be sealed in separate envelopes, proposers may submit both in one envelope for mailing or hand delivery.*
3. The proposal must be received in the Town Administrator's Office before the deadline for receipt of proposals as stated in Section II, KEY DATES, and must be complete (must include or address all items specified in Section VI -- Proposal Submission Requirements).
4. The proposer must have signed both the Certificate of Non Collusion (Appendix B) and the State Taxes Certification Clause (Appendix C) and include them in the proposal package.
5. The proposal must be signed by an agent of the company who has authority to bind the company to a firm bid price.
6. All responses are to include a statement that the Proposal is in accordance with this Request for Proposal and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.

See Section V Proposal Evaluation for Quality Requirements (additional Minimum Evaluation Criteria information).

B. RESPONSIBILITIES OF THE PARTIES:

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.

1. The MUNICIPALITY shall provide the following data on or before April 1, 2022, unless otherwise specified.
2. The MUNICIPALITY shall provide "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. The MUNICIPALITY shall provide the zoning classification for each parcel, correct and current to the most recent tax year. The MUNICIPALITY 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.
4. The MUNICIPALITY shall provide 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.
5. The MUNICIPALITY shall continuously and currently update the information referred to in this section to January 1, 2022.
6. The MUNICIPALITY shall continuously and currently provide copies of all sales information available to it with respect to the transfer of parcels occurring from January 1 and ending December 31, 2021. 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.
7. The MUNICIPALITY 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 MUNICIPALITY is in need of any such record while it is in the possession of the Contractor, the Contractor shall provide it to the MUNICIPALITY upon request as soon as possible without causing undue disruption to the work schedule of the Contractor.
8. The MUNICIPALITY 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 and magnetic tapes and tape format/layouts containing pertinent information and data.
9. The MUNICIPALITY shall be required to provide such materials and data in original or duplicated form at the MUNICIPALITY's option, but in no event shall the MUNICIPALITY be required to provide such which is not reasonably available to it. The Contractor presents that it is aware of the resources of the MUNICIPALITY and its limitations and, therefore, will require only that additional material and data which is currently available to the MUNICIPALITY or which may come into its possession from time to time

through the normal course of events.

- 10. The MUNICIPALITY 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, 2022.
- 11. All data collected by the MUNICIPALITY shall be reported on forms supplied by the Contractor and filled out in accordance with its instructions.

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.

C. FINANCIAL SCOPE OF SERVICES

1. Total cost for all aspects of the Scope of Services

Proposer shall specify a budget which encompasses all services required in the RFP, and must state a total project cost stated as a firm fixed fee for all work proposed. See #2, below for the format. ***The price proposal must be submitted in a separately sealed envelope and no mention of the pricing portions of the proposal can be mentioned in the technical or non-price portion of the proposal. Failure to meet this stipulation may cause the proposal to be rejected.***

2. 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.

- Planning: project set-up, public relations, and staff training:
- Residential analysis and valuation:
- Commercial/Industrial analysis and valuation:
- Field Review:
- Preliminary Certification:
- Project finalization and documentation:

Fiscal Year 2023 Update \$ _____

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

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

NOTE: must be submitted as part of the Price Proposal ONLY

D. PROJECT REQUIREMENTS

The selected consultant is expected to begin work within two weeks of contract signing. All activities are to be completed according to the following schedule. Any proposal which cannot meet a September 30, 2022 completion date for the Fiscal Year 2023 Update will be rejected.

1. FY 2023 Update Project Timetable & Work plan:

	FROM	TO
Project commencement	02/01/22	03/01/22
File maintenance		ongoing
Public relations plan	ongoing	
Local staff training		ongoing
Valuation testing	03/07/22	06/15/22
Valuation	03/15/22	07/15/22
Valuation field review	05/01/22	08/15/22
Board of Assessors review	08/15/22	08/30/22
Department of Revenue preliminary review for certification	09/01/22	09/07/22
Final work products delivered for review	09/07/22	09/30/22
Project completion		09/30/22

2. Public Communications:

The Assessors and the Contractor will cooperate in maintaining good public communications 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.

3. Local Staff Training:

3.1 Training for the Assessors and staff will consist of on-the-job training.

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.

4. Data Collection:

There are no data collection services as part of this project scope of services

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".

5. Sales Verification:

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

5.2 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.

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.

7. Valuation:

7.1 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.

7.2 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; and properties within industrial parks.

7.3 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.

8. Market Value Approach:

8.1 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 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.

8.2 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.

8.3 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 MUNICIPALITY.

8.4 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.

9. **Replacement Cost Approach:**

The replacement cost approach to value will be employed for both residential and commercial\industrial properties as follows:

- a. 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.
- b. 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.
- c. 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.
- d. 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.

10. **Income Approach:**

10.1 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 MUNICIPALITY 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.

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 MUNICIPALITY.

11. Land Valuation:

11.1 Basic square foot values for all parcels shall be established for land throughout the MUNICIPALITY 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 property.

11.2 These land unit values will be determined as a result of an analysis of recent sales of comparable properties, either within the MUNICIPALITY 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.

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.

13. Valuation Field Review:

13.1 The Contractor will be responsible for field review of value estimates and parcel data accuracy of all of the Real property parcels in the community. 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 MUNICIPALITY, as well as complete familiarity with the valuation project.

13.2 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.

13.3 If valuation changes are made due to data error, the data will be corrected on the computer and/or manual file by the Contractor.

13.4 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 become the property of the MUNICIPALITY.

14. Certification of Values:

As a condition of successful project completion, the Contractor's work product will meet all certification requirements of the Commissioner.

15. Defense Of Values:

The Contractor will provide expert witnesses to represent the MUNICIPALITY 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. **Per Diem Rate for these services must be submitted as part of the Price Proposal ONLY.**

16. CONTRACTOR PROJECT STAFFING:

16.1 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.

16.2 Organizational Structure:

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

16.3 Man-days for This Project: The Contractor shall perform the valuation update in the project time frame listed in Section D- 1, utilizing the above staffing to achieve satisfactory results.

16.4 Resumes of each individual set forth in the organizational chart shall be provided to the Assessors as an exhibit hereto, which include prior work experience: dates, positions, responsibilities for each employer; education and professional affiliations for each individual. All personnel meet the qualifications required by the Commissioner of Revenue in 830 C.M.R.58.3.1.

16.5 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 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.

17. DELIVERABLE PRODUCTS:

17.1 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 MUNICIPALITY 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:

- a. Documentation of procedures used throughout the project.
- b. All training materials and manuals used in any phase of the project.
- c. The valuation manual which will enable the MUNICIPALITY to maintain and update its values.
- d. The depreciation schedule and source of information used for its development.
- e. Income and expense statements for parcels utilizing the income approach.
- f. A property inventory record for each parcel.
- g. All manual and computerized reports which support values and valuation formulas.
- h. All materials and documentation used on the land valuation effort.
- i. Any sales ratio studies used in this project.
- j. 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, the Contractor shall provide the MUNICIPALITY with a computerized list of all owners of record and new values to be utilized by the MUNICIPALITY for public disclosure.

18. Payment Schedule and Penalty

18.1 Payments shall be made to the Contractor monthly, based on the portion of work completed and delivered to the Assessors during the preceding month. No payments will be made until the work is approved by the Assessors. 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 the 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.

18.2 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.

18.3 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%).

18.4 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.

18.5 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 in 18.3 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.

19. PERFORMANCE BOND

Contractor will furnish a bond using a surety company satisfactory to the MUNICIPALITY in the sum of the full amount of this agreement excluding amounts for Interim Year Valuations and any software. The bond will be delivered upon receipt of the MUNICIPALITY's requirements to begin the project as defined in Section IV B herein. This bond shall remain in effect until the MUNICIPALITY 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 MUNICIPALITY to Contractor.

20. MANDATORY CONTRACTUAL REQUIREMENTS

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

21.1 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.

21.2 General Laws Compliance: The Contractor will comply with all federal, state and municipal laws, bylaws, 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.

21.3 Identification: All Contractor field personnel shall carry suitable I.D. Cards which shall include an up-to-date photograph, supplied by the Contractor and signed by the Assessor. This card will be surrendered to the Assessor upon termination of the employee or completion of the project.

21.4 Prime Contractor Responsibility: The Assessor has 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 Assessor.

21.5 Assignment: The 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 the Contractor from the MUNICIPALITY hereunder may be assigned to a bank, trust company or other financial institution without such consent.

21.6 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.

21.7 Ownership and Confidentiality of Information:

All information acquired by the Contractor from the MUNICIPALITY, or from others at the expense of the MUNICIPALITY, in the performance of this agreement shall be and remain the property of the MUNICIPALITY. 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.

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 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.

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 MUNICIPALITY promptly at its request in whatever form it is maintained by the Contractor.

The Contractor agrees to take reasonable steps to ensure the confidentiality and security of this information in its possession or under its control.

In the event of the Contractor's failure to conform to the requirements set forth above, the MUNICIPALITY may terminate this agreement upon thirty (30) days written notice, unless within such thirty day (30) period, the failure to conform is cured.

21.8 Indemnification: The Contractor agrees to indemnify and hold harmless the MUNICIPALITY against claims for bodily injury, death and property damage which arises in the course of the Contractor's performance of this project.

21.9 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 MUNICIPALITY from claims for personal injury and property damage for the entire pendency of the project.

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 MUNICIPALITY 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 Assessor within thirty (30) days of the signing of the agreement.

21.10 Termination:

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.

In the event of termination, all finished work and documentation, complete and incomplete, shall, at the option of the Assessor, 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 which is determined by the Assessors to be satisfactory.

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

21.11 Conflict of Interest:

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 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.

The Contractor shall not employ as a director, officer, employee, agent, Contractor or subcontractor, directly or indirectly, any elected or appointed official of the MUNICIPALITY or any member of the immediate family of such official for the duration of the project.

21.13 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 MUNICIPALITY 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.

SECTION V. PROPOSAL EVALUATION

Non-Price/Technical Proposals will be evaluated for Minimum Evaluation Criteria. Those proposals that meet all of the minimum requirements as outlined in this RFP, and are determined to be both responsive (those that offer all of the services requested in the RFP and contain all of the required information and forms properly completed) and those that are responsible (those with the capability, integrity, and reliability to perform under the contract) will be further reviewed using the comparative criteria outlined in this section.

Technical Proposals will then be ranked and the reasons for the ranking will be documented. Following the Technical Proposal evaluation, the Price Proposals will be opened.

The contract shall be awarded to the responsible and responsive Proposer submitting the most advantageous proposal, taking into consideration the proposal's relative merits and taking into consideration price. The Town of Hingham (the awarding authority), acting through its Board of Assessors and/or the Town Administrator and/or Select Board, reserves the right to reject any or all proposals, waive minor informalities, and to award the contract in the best interest of the Town.

A. Quality Requirements (Minimum Evaluation Criteria)

Contractors must submit responses that meet all the submission requirements of the RFP. Only responsive proposals that meet the submission requirements will be evaluated, scored and ranked by the evaluation team according to the evaluation criteria. Additional information may be requested for evaluation purposes.

Minimum evaluation criteria are cited below in no particular order of preference.

- Responsiveness to submission requirements.
- Previous related work and references
- Municipal Experience with related projects

B. Non-Price Technical Proposals

Non-Price Technical proposals shall be reviewed and rated as “Highly advantageous,” “Advantageous,” “Not advantageous” or “Unacceptable” for each of the comparative criteria listed below. The Evaluation Team will also assign an overall composite rating to each non-price technical proposal. The Town, at its discretion, may select a firm outright or select one or more finalist(s) for in-person and/or Zoom or telephone interview.

1. Responsiveness to submission requirements

Unacceptable: Proposal does not address any of the Goals and Tasks in this Request for Proposals.

Not advantageous: Proposal does not address all of the Goals and Tasks in this Request for Proposals.

Advantageous: Proposal adequately addresses the Goals and Tasks in this Request for Proposals.

Highly Advantageous: Proposal thoroughly addresses the Goals and Tasks in this Request for Proposals.

2. Contractor experience with other Revaluation Programs in Massachusetts.

Unacceptable: No experience in Massachusetts.

Not Advantageous: Less than Ten successful Revaluations in Massachusetts.

Advantageous: Twenty or more successful Revaluations in Massachusetts.

Highly Advantageous: One Hundred or more successful Revaluations in Massachusetts.

3. Contractor Revaluation experience with the *Appraisal Vision*® CAMA Software system.

Unacceptable: No experience.

Not Advantageous: Less than Ten Revaluation projects.

Advantageous: Ten to Thirty Revaluation projects.

Highly Advantageous: Thirty or more Revaluation projects.

4. Waterfront Experience of Project Manager to be assigned to this project.

Unacceptable: No Waterfront Mass Appraisal experience.

Not Advantageous: Less than Five Waterfront Mass Appraisal projects performed by the Project Manager.

Advantageous: Ten successful Waterfront Mass Appraisal projects performed by the Project Manager.

Highly Advantageous: Twenty or more successful Waterfront Mass Appraisal projects performed by the Project Manager.

5. Level of satisfaction of Contractor's performance in other Massachusetts Cities and Towns for which Contractor has performed a Revaluation/Update.

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.

Highly Advantageous: More than Five Cities or Towns reporting high satisfaction and No City or Town reporting poor performance.

C. Determination of "Best Price"

The Procurement and Contracts Manager will open the price proposals after evaluation of the technical proposals has been completed. The best price shall be determined by the lowest all-inclusive price in connection with the submissions.

However, price alone will not be the determining factor in the awarding of the contract. The Town will award the contract to the consultant offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price.

D. RULE FOR AWARD

The contract is awarded to the responsible contractor(s) that demonstrates the ability to provide the required services, contractor's qualifications and experience, price, and demonstrated ability to respond to the Town needs in a timely manner as set forth in the RFP.

SECTION VI. PROPOSAL SUBMISSION REQUIREMENTS

MGL, Chapter 30B requires that price proposals must be separate from technical proposals. No reference to the actual price proposal shall be contained in any portion of the non-price proposal outlined below. Failure to adhere to this requirement will result in disqualification.

NOTE: Proposers may mail or hand deliver a single package, and must be sure that both separate, sealed envelopes, technical and price, are in the same package.

- A. Please submit 5 paper copies of the Technical Proposal, ***in a separate envelope from pricing*** and one thumb drive (two named files, one technical, one price) with a digital version. Technical Proposals shall include the following and shall be organized using each of the elements listed below as section headings:
- B. 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. A list of Massachusetts Municipalities for which the Contractor has completed Revaluation/Update Programs.
 3. A list of the Revaluation/Update Contracts for which the Contractor is currently committed.
 4. Listing of Massachusetts Municipalities for which the contractor has used the Vision Version 8 CAMA Software.
 5. Written assurances that the Revaluation/Update will meet Department of Revenue Certification Requirements.
 6. Firm Description: Provide a brief description of the firm including firm size and area of specialization, location of corporate headquarters, and location of office proposed to handle this project.
 7. Project Team: See requirements listed in Section D -16
 8. Project Understanding: Provide a statement summarizing how the consultant and/or project team is particularly qualified for this project.
 9. Scope of Services: Describe the consultant's approach and technical plan for accomplishing the work listed herein. The Consultant shall not delete any requested scope tasks.
 10. Project Schedule: The Consultant shall submit a schedule, itemized by task, for completing the scope of work.
 11. Comparable Projects: Description of related project experience and role of key staff in each project.
 12. References: Three (3) references, including current contact name and phone number for similar projects.
 13. Insurance: Evidence of insurance coverage, including general and professional liability and worker's compensation insurance.

Please also include the following in the Technical Proposal Envelope:

- **Appendix A-** Contractor Information Sheet
- **Appendix B** Certificate of Non-Collusion
- **Appendix C-** State Taxes Certification Clause

Project Budget and Price Proposal: In a separate, sealed envelope, provide a proposed project budget itemized by task, and total project cost stated as a firm fixed fee. Labor and direct costs should be identified by task. Hourly rates for project staff shall also be provided.

Documents must be received by the deadline outlined in the legal advertisement- (Appendix C). It is the sole responsibility of the offerer to insure that the proposal arrives on time and at the designated place.

Appendix F is a Town of Hingham Sample Agreement, included for information purposes and understanding that all terms will be part of the final contract package, and that will be executed by the awarded vendor

Appendix A – Contractor Information Sheet – Required Form

Project Name: Real Property Reassessment Program

Business Name:	
Business Address:	
Business Phone Number:	
Contact Name:	
Contact Address:	
Contact Phone Number:	
Contact Email Address:	
Name of Authorized Signer	

Please Acknowledge Addendums by Number here: _____

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Proposal Checklist

- **Non-Price, Technical Proposal** (Separate Sealed Envelope Clearly Marked as Non-Price Technical Proposal and Project Name)
 - ✓ Appendix A - Contractor Information Sheet
 - ✓ Appendix B – Certificate of Non Collusion
 - ✓ Appendix C - State Taxes Certification Clause
 - ✓ Non-Price Technical Proposal

- **Price Proposal** (Separate Sealed Envelope Clearly Marked as Price Proposal and Project Name)
 - ✓ Price Proposal including section D-2, and section C-15
 - ✓ Electronic (Thumb Drive) of Technical Proposal and Price Proposal (clearly marked separate electronic files)

Appendix B - Certificate of Non-Collusion– Required form

TOWN OF HINGHAM

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.

Firm

Signature

Address

Name

Title

Telephone

Date

Email

Appendix C – State Taxes Certification Clause– Required form

TOWN OF HINGHAM

STATE TAXES CERTIFICATION CLAUSE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A, the signatory for

(Printed name of person submitting proposal)

certifies under the pains and penalties of perjury that said person has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

*Signature of individual or
Corporate Name
(Mandatory)

BY: _____
Corporate Officer (Mandatory, if
applicable)

**Social Security # or Federal Identification #

* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

** Your Social Security Number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L. 62C s. 49.A.

Appendix D: Legal Notice

**LEGAL NOTICE
TOWN OF HINGHAM
REQUEST FOR PROPOSAL (RFP)**

The Town of Hingham is soliciting proposals for **FY23 Real Property Reassessment Program** Services. The RFP is available on the Town's website, www.hingham-ma.gov/bids on or before January 13, 2022. Sealed Proposals must be submitted as specified in the RFP no later than January 27, 2022 at 3 PM to Town Administrator's Office, Hingham Town Hall, 210 Central St., Hingham, MA 02043 ATTN: Kathleen Reilly. LATE PROPOSALS WILL NOT BE CONSIDERED. Proposals will be publicly acknowledged to announce bidder names only at via Zoom: <https://us02web.zoom.us/j/89477482668> (dial in # 929 205 6099) Meeting ID: 894 7748 2668 Passcode: 287266. This contract and its award process is subject to approval of the Board of Assessors, Town Administrator and/or the Select Board and is issued under M.G.L. c. 30B. The Town of Hingham reserves the right to reject any or all proposals, waive minor informalities, and to award the contract in the best interest of the Town.

Tom Mayo
Hingham Town Administrator
January 7, 2022

Appendix E: Town of Hingham Sample Agreement

TOWN OF HINGHAM



SAMPLE AGREEMENT

This Agreement (hereafter "Agreement") is made by and between the Town of Hingham, Massachusetts, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, of 210 Central Street, Hingham, MA 02043 ("Town") and _____ a _____ corporation, with an office at _____ ("Contractor").

Whereas, the Town issued a Request for Proposals (RFP) under M.G.L. c. 30B from qualified Real Property Reassessment contractors to conduct the FY 23 Real Property Reassessment Program for the Town of Hingham; and

Whereas, the Contractor has been selected based upon its Technical Proposal and Price Proposal to provide said Services; and

Whereas, the parties wish to enter into an Agreement for the provision of said FY 23 Real Property Reassessment Program

Now, therefore, for good and valuable consideration the parties hereby agree as follows.

Supplies and/or Services

The Contractor agrees to provide the FY 23 Real Property Reassessment Program to the Town as described in the above referenced RFP and the Contractor's Technical Proposal and Price Proposal which are hereby incorporated into and made part of this Agreement as and when requested by the Town. Said RFP is attached hereto as "Exhibit A", said Technical Proposal is attached hereto as "Exhibit B", and said Price Proposal is attached hereto as "Exhibit C".

All services provided by the Contractor hereunder shall be performed with the degree

of care and skill consistent with the standards applicable to persons performing said services under similar conditions and circumstances in the same or nearby locality.

All supplies delivered to the Town shall become property of the Town and all documents of any kind delivered to the Town as part of services provided hereunder shall become property of the Town and shall be subject to the public records law to the extent applicable.

Scope of Services

The Contractor agrees to provide the Real Property Reassessment Services for FY23 as described in said RFP and said Technical Proposal and the Contractor represents that it is qualified to provide said services and related supplies. The Contractor will perform said services for the Town at the behest of Town Administrator, and Town Administrator has delegated oversight of the Contractor's work to the Board of Assessors. As such, the Contractor will work under the direction of the Board of Assessors or its designee in performing said services.

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.

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.

The valuation and use of all property so described shall be determined as of January 1, 2022.

Payment

The Town shall pay the Contractor for the performance of the work outlined in the Scope of Services, the contract price not to exceed \$_____ in accordance with the provisions of the specifications, or as set forth in an attachment hereto in Exhibit C, the Price Proposal. The Contractor shall perform all services hereunder as an independent contractor and payment for such services shall be made without deductions. The Contractor shall be responsible for all withholding taxes, other taxes, contributions to social security and any other deductions which may be required by state or federal law with respect to the services provided hereunder.

The Town's liability for payments hereunder are subject to the appropriation of sufficient funds.

Nothing in this Agreement shall create any benefit, right or contractual relationship with any third party including any subcontractors of the Contractor. The Contractor shall be solely liable for all payments to all third parties or subcontractors and shall fully indemnify, defend and hold harmless the Town from any and all claims made against the Town by any third parties or subcontractors.

Term

The Contractor shall commence the performance of services hereunder on _____, 2022 and complete services hereunder by **September 1, 2022**.

The Town may also earlier terminate this Agreement at any time and for any reason with or without cause by providing the Contractor with ten (10) days prior written notice. Upon said termination the Contractor shall cease any further work and shall submit a final invoice for work actually performed as of said termination to the Town for payment.

Insurance/Indemnity

During the term of this Agreement the Contractor shall, at its expense, obtain and maintain Worker's Compensation Insurance, Motor Vehicle Insurance, General Liability Insurance and Professional Liability/Errors and Omissions Insurance (for professional services contracts only) in amounts acceptable to the Town. The Contractor shall provide the Town with a certificate(s) of said insurance naming the Town as an additional insured.

Contractor shall indemnify and hold harmless the Town from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the providing of supplies and/or services under this Agreement, when such claims, damages, losses, and expenses are caused, in whole or in part, by the wrongful or negligent acts, errors or omissions of Contractor or his/her/its employees, officers, agents, subcontractors or representatives.

Notices

All notices shall be delivered by hand or sent by registered or certified mail, postage prepaid or by so-called "express" mail (such as Federal Express or U.S. Postal Service

Express Mail) to the following addresses:

Town:

Town of Hingham
Thomas Mayo, Town Administrator
210 Central Street
Hingham, MA 02043

Contractor:

(See above)

Assignment

The Contractor shall not assign any of his/her/its rights or obligations under this Agreement without the prior written consent of the Town.

Waiver/Alteration/Modification

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by both parties.

Certification as to Non-Collusion

The Contractor certifies, pursuant to M.G.L. c. 30B, § 10, that under the penalties of perjury that the above referenced 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.

Certification as to Payment of State Taxes

The Contractor certifies, pursuant to M.G.L. c. 62C, § 49A, that under the penalties of perjury that the Contractor has complied, is complying, and will comply during the terms of this Agreement with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Certification as to Conflict of Interest Laws

The Contractor certifies that the execution of this Agreement and the performance of all services hereunder by the Contractor and any third party or subcontractor is and shall be in full compliance with the applicable conflict of interest laws including M.G.L. c. 268A and that there are no existing conflicts of interest which would prohibit the Contractor from performing said services on behalf of the Town.

Certifications

The Contractor certifies that it is qualified to provide the supplies and/or services hereunder and that the person executing this Agreement on behalf of the Contractor is duly authorized to execute this Agreement.

Exhibits/Headings

To the extent any conflict arises between the main body of this Agreement and any of the exhibits attached hereto, the main body of this Agreement shall control. The headings contained in this Agreement and in any of the exhibits hereto are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall constitute one and the same Agreement. In addition, this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include electronically scanned and transmitted versions (e.g., via pdf) of an original signature delivered electronically as if the original had been received.

Governing Law

This Agreement is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, and sets forth the entire Agreement between the parties and is binding upon and enures to the benefit of the parties hereto and their respective

successors and/or assigns and all parties hereby submit to the jurisdiction and venue of the courts of the Commonwealth of Massachusetts located in Plymouth or Suffolk County for all purposes with respect to enforcement of this Agreement and all parties waive any objection to such jurisdiction and venue. If any court of competent jurisdiction holds any portion of this Agreement to be illegal, invalid, or unenforceable, the Town and Contractor agree that any such order shall not affect any other remaining term, clause, phrase, paragraph, section, or provision and all shall remain in full force and effect.

In witness whereof, the Town and the Contractor have caused this Agreement to be executed as a sealed instrument this _____ day of _____, 2022

Town of Hingham:

Contractor:

Signature: _____ Signature: _____

Name: Tom Mayo

Name: _____

Title: Town Administrator

Title: _____

The undersigned hereby certifies that the Town followed the applicable procurement laws and that the supplies and/or services procured under this Agreement are for the benefit of the Town.

Name: Kathleen K. Reilly
Title: Procurement and Contracts Manager

The undersigned certifies that an appropriation and/or funds are available for the amount of this Agreement.

Department Head: _____
Name Erin Walsh
Title: Assessor

Exhibit A: RFP

Exhibit B: Contractor Technical Proposal

Exhibit C: Contractor Price Proposal