

**REQUEST FOR PROPOSALS FOR THE
UPDATE PROGRAM OF REAL PROPERTY ASSESSMENTS FOR
FISCAL YEAR 2017 WITHIN THE CITY OF LOWELL,
MASSACHUSETTS**

The contractor shall demonstrate an ability to work with the Appraisal Vision system currently in use in the Assessors 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, 2016 utilizing the City's appraisal system.

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

City of Lowell, Massachusetts – Real Property Reassessment Program (Price Proposal)
City of Lowell, Massachusetts – Real Property Reassessment Program (Non-Price Proposal)

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 Lowell Board of Assessors.

The Board of Assessors 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 City. The City is licensed to utilize the *Appraisal Vision*® CAMA Software of Vision Government Solutions of Northboro, 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 6 CAMA Software.

5. Written assurances that the Revaluation/Update will meet Department of Revenue Certification Requirements.
6. A bid bond or certified check in the amount of 10% of this bid must be submitted by the bidder with his bid as a guarantee that, in case the contract is awarded to him, he will, within ten days after appropriation of funds and notice of award, execute such contract and furnish a satisfactory Performance Bond, for approval by the Board of Assessors.

Proposals will be evaluated by an evaluation team appointed by the Assessors using comparative criteria set forth as follows:

1. The Department of Revenue leveled the revaluation cycle through the Commonwealth and there are now 117 communities that will go through valuation certification in Fiscal Year 2017. Due to this change and the size of the community , the Contractors should have adequate staffing;

Unacceptable: Less than Ten full-time employees.

Not Advantageous: Eleven to Fifteen full-time employees.

Advantageous: Sixteen to Twenty Five full-time employees.

Highly Advantageous: Twenty Five or more full-time employees.

2. Contractors experience with other revaluation programs in Massachusetts utilizing version 6 or greater of the Vision CAMA software system:

Unacceptable: No experience in Massachusetts.

Not Advantageous: Fifteen or fewer successful Revaluations in Massachusetts.

Advantageous: Twenty Five or more successful Revaluations in Massachusetts.

Highly Advantageous: Forty or more successful Revaluations in Massachusetts.

3. Qualifications and experience of Staff to be assigned to this particular project.

Unacceptable: No Mass Appraisal experience.

Not Advantageous: Proposed staff has less than 5 years of Mass Appraisal experience.

Advantageous: Entire proposed appraisal staff has at least 5 years of Mass Appraisal. The Project Supervisor holds an MAI or equivalent designation and has over 10 years of experience

Highly Advantageous: Entire proposed appraisal staff has at least 10 years of Mass Appraisal experience. The Project Supervisor holds an MAI or equivalent designation and has over 20 years of experience.

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

Unacceptable: More than one Town or City reporting difficulty with Contractor performance.

Not Advantageous: One Town or City reporting difficulty with Contractor performance.

Advantageous: No Town or City reporting difficulty with Contractor performance and at least one Town or City reporting high satisfaction.

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

5. Method for determination of best price.

The best price shall be the lowest price from a bidder who meets the minimum criteria of the specification and provides the highest level of performance in Questions 1 through 4 under Evaluation Criteria.

6. Project Timetable:

Any proposal which cannot meet a September 30, 2016 completion date for the Fiscal Year 2017 Update will be rejected.

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

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

1. PROFILE OF LOWELL

Lowell is located in Middlesex County, Massachusetts and contains approximately the following number of parcels:

| 1.1.1 PROPERTY TYPE | PARCEL COUNT |
|---------------------|--------------|
| 101 | 11849 |
| 102 | 5401 |
| 103 | 1 |
| 104 | 3709 |
| 105 | 782 |
| 106 | 175 |
| 109 | 136 |
| 111-125 | 897 |
| 130-132 | 882 |
| 300-393 | 1203 |
| 400-452 | 454 |
| 700 | 2 |
| 800 | 18 |
| 900 | 1484 |
| 010-044 | 306 |
| Total | 27299 |

2. SCOPE OF PROJECT:

- 2.1 Subject to the terms and conditions of this Statement of Services, the Contractor will value the types of property identified in Section 1 in compliance with the General Laws of the Commonwealth of Massachusetts.
- 2.2 The Contractor will determine the full and fair cash value of all property so described and its usage classification as defined in Chapter 59 of the General Laws of the Commonwealth of Massachusetts.
- 2.3 The valuation and use of all property so described shall be determined as of January 1, 2016.

3. RESPONSIBILITIES OF THE PARTIES:

- 3.1 **Board of Assessors:** Throughout the project, the Board of Assessors will receive periodic reports from the Contractor that will review and evaluate the progress of the project and the Board will promptly notify the Contractor as to whether the work performed is satisfactory and timely.
- 3.2 The MUNICIPALITY shall provide the following data on or before May 1, 2016, unless otherwise specified.
 - 3.2.1 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.
 - 3.2.2 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.
 - 3.2.3 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.
 - 3.2.4 The MUNICIPALITY shall continuously and currently update the information referred to in this section to January 1, 2016.
 - 3.2.5 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, 2015. 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 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.

3.2.7 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.

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.

3.2.8 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, 2016.

All data collected by the MUNICIPALITY shall be reported on forms supplied by the Contractor and filled out in accordance with its instructions.

3.3 **The Contractor:** The Contractor will be responsible for fulfilling all requirements stated in this Statement of Services in a timely fashion and in a professional and satisfactory manner.

4. PROJECT REQUIREMENTS:

FY 2017 Update Project Timetable & Workplan:

| | <u>FROM</u> | <u>TO</u> |
|--|--------------------|------------------|
| Project commencement | 04/01/16 | 02/07/16 |
| File maintenance | | ongoing |
| Public relations plan | | ongoing |
| Local staff training | | ongoing |
| Valuation testing | 04/07/16 | 06/17/16 |
| Valuation | 04/17/16 | 07/17/16 |
| Valuation field review | 06/01/16 | 08/17/16 |
| Board of Assessors review | 08/17/16 | 08/30/16 |
| Department of Revenue preliminary review for certification | 09/01/16 | 09/07/16 |
| Final work products delivered for review | 09/07/16 | 09/30/16 |
| Project completion | | 09/30/16 |

4.1 Public Relations:

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

4.2 Local Staff Training:

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

4.2.2 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.

4.3 Data Collection:

There are no data collection services as part of this project scope of services. Contractors can provide as an optional service.

4.3.1 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".

4.4 Sales Verification:

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.

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

4.5 **Valuation Testing:** Manual or computer assisted valuation testing for all types of property will take place subsequent to sales verification. All valuation testing must be reviewed and approved by the Assessors before commencement of the valuation production.

4.6 Valuation:

4.6.1 The Contractor will compute, to the nearest One Hundred Dollars (\$100.00), the value of all properties within the scope of this Statement of Services. A minimum of two (2) approaches to value from the following three (3): market, cost or income, will be employed for all income-producing properties.

Income-producing properties include, but are not necessarily limited to, the following types: primarily commercial/industrial/multiple-use properties; apartments over four units; hotels and motels; storage, warehouse and distribution facilities; discount and department stores; shopping centers and malls; supermarkets; small retail properties; office buildings; medical office buildings, research and development facilities; and properties within industrial parks.

4.6.2 The minimum requirements for each of the three (3) major approaches to value, as well as land valuation, are outlined in the following sections. The Contractor will describe the approach to value which will be applied to each type of property within the scope of this Statement of Services.

4.7 Market Value Approach:

4.7.1 The Contractor will employ a market adjusted cost approach. It is a system that is very easy to explain to the taxpayer, as well as a system which is very familiar to the Massachusetts Department of Revenue Certification Team. This approach is used on residential properties with its starting point based upon replacement cost approach values. It is then fine-tuned by adjusting these replacement cost values based upon market sales activity, segmented and segregated by the most pertinent property characteristics.

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

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

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

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

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

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

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

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

4.9 **Income Approach:**

4.9.1 The Contractor will review and screen income and expense reports furnished by the parcel owner, or prepared as a result of interviews with the property owner; will determine the validity of the data and will make any necessary adjustments on the basis of the Contractor's appraisal knowledge of income and expense data of comparable properties. The 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.

4.9.2 A value determined by the income approach to valuation will be made for each income-producing property. The income and expense statements will become the property of the MUNICIPALITY.

4.10 Land Valuation:

4.10.1 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.

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

4.11 **Preliminary Certification Review:** The Commissioner of Revenue must conduct a certification review to determine whether the new values resulting from this project represent full and fair cash value. As a condition of successful project completion, Contractor's work product will meet all certification requirements of the Commissioner.

4.12 Valuation Field Review:

4.12.1 The Contractor will be responsible for field review of value estimates and parcel data accuracy of 25% 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.

4.12.2 It is understood that the Contractor will have the ability to exercise judgment in making final value estimates. The Contractor, in order to ensure valuation accuracy and consistency, will be required to document such judgment. Documentation for changing any computer generated value estimates will also be required. All such documentation shall be the property of the Assessors.

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

4.12.4 All values produced by the Contractor will be given to the Assessors for final review and for a determination as to whether the Contractor's work product is satisfactory for the purposes of requesting a certification review by the Commissioner of Revenue. The Contractor will provide the Assessors with all valuation models and schedules, property record cards, sales analyses and field documents necessary to conduct this review. These documents will become the property of the MUNICIPALITY.

4.13 Certification of Values:

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

4.14 **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 of _____.

5. CONTRACTOR PROJECT STAFFING:

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

5.2 Organizational Structure:

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

5.3 **Mandays This Project:** The Contractor shall perform the valuation update in the project time frame listed in Section 4, utilizing the above staffing to achieve satisfactory results.

5.4 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.58.1A.1(3).

5.5 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.

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 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:

- 6.1 Documentation of procedures used throughout the project.
- 6.2 All training materials and manuals used in any phase of the project.
- 6.3 The valuation manual which will enable the MUNICIPALITY to maintain and update its values.
- 6.4 The depreciation schedule and source of information used for its development.
- 6.5 Income and expense statements for parcels utilizing the income approach.
- 6.6 A property inventory record for each parcel.
- 6.7 All manual and computerized reports which support values and valuation formulas.
- 6.8 All materials and documentation used on the land valuation effort.
- 6.9 Any sales ratio studies used in this project.
- 6.10 Appropriate 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.

7. PAYMENT SCHEDULE AND PENALTY:

- 7.1 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.
- 7.2 Upon the Assessors' determination that the work performed for the preceding month has been satisfactorily completed according to the workplan 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 in 7.3 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.

8. PROJECT COST ESTIMATION:

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

- 8.1 Planning: project set-up, public relations, staff training:
- 8.2 Residential analysis and valuation:
- 8.3 Commercial/industrial analysis and valuation:
- 8.4 Field Review:
- 8.5 Preliminary Certification:
- 8.6 Project finalization and documentation:

Fiscal Year 2017 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 | \$ |

9. **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 any software. The bond will be delivered upon receipt of the MUNICIPALITY's requirements to begin the project as defined in Section 3 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.

10. **MANDATORY CONTRACTUAL REQUIREMENTS:**

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

10.1 **General Laws:** The Contractor affirms that it will conduct this project in compliance with the General Laws of the Commonwealth of Massachusetts relating to property assessment administration. Therefore, the Contractor will have a complete understanding of these laws and be cognizant of the role of the Massachusetts Department of Revenue in administering and enforcing these laws.

10.2 **General Laws Compliance:** The Contractor will comply with all federal, state and municipal laws, ordinances, rules and/or regulations, including labor laws, those against discrimination, and existing or adopted in the future which are applicable to the Contractor's obligations pursuant to this project.

The Contractor and any of its subcontractors, agents and/or employees shall obtain all required permits, franchises, approvals, licenses and/or certificates necessary to perform its obligations under this Statement of Services.

10.3 **Identification:** All Contractor field personnel shall carry suitable I.D. Cards which shall include an up-to-date photograph, supplied by the Contractor 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 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.

10.5 **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.

10.6 **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.

10.7 Ownership and Confidentiality of Information:

10.7.1 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.

10.7.2 The Contractor recognizes that, in the performance of this agreement, it may obtain or have access to confidential information, including information subject to restrictions on its disclosure pursuant to Massachusetts General Laws Chapter 59, Section 52B, and agrees to comply with all laws and any regulations, rules and guidelines promulgated thereunder regarding access to, and disclosure of such information. The Contractor further agrees that it will inform each of its employees having any involvement with confidential information of the laws, regulations, rules and guidelines relating to confidentiality and will, at the request of the 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 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.

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

10.7.5 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.

10.8 **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 with respect to which the MUNICIPALITY is free from negligence on the part of itself, its employees and agents.

10.9 **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.

10.9.1 All the insurance will be issued by an insurer licensed and authorized to do business in Massachusetts. The Contractor shall maintain insurance satisfactory to the 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.

10.10 Termination:

10.10.1 Subject to the provisions of the section entitled "Force Majeure", if either party fails to fulfill, in a timely and satisfactory manner, their obligations under this agreement, or shall violate any of the covenants, conditions or stipulations of this agreement, which failure or violation shall continue for twenty one (21) days after written notice of said failure or violation is received by the offending party, then the opposing party shall thereupon have the right to terminate this agreement by giving written notice to the offending party of such termination and specify the effective date thereof, at least seven (7) days before the effective date of such termination.

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

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 notifies the other of the existence and nature of such delay.

It is agreed, however, that, since the performance dates of this agreement are important, continued failure to perform for periods aggregating sixty (60) days or more, even for

causes beyond the control of the Contractor, shall be deemed to render performance impossible and the 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 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.

10.12.2 The Contractor shall not employ as a director, officer, employee, agent, Contractor or subcontractor, directly or indirectly, any elected or appointed official of the MUNICIPALITY 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 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 58.1A.1(5).