



REQUEST FOR PROPOSALS

CITY OF QUINCY, MASSACHUSETTS
PURCHASING DEPARTMENT
1305 HANCOCK STREET, QUINCY, MA 02169

The City of Quincy invites sealed bids/proposals for furnishing and delivering to the City of Quincy:

ASSESSORS OFFICE	PERSONAL PROPERTY REVALUATION & MAINTENANCE	FEBRUARY 20, 2014 at 12:00 p.m.
ASSESSORS OFFICE	UPDATE PROGRAM OF REAL PROPERTY ASSESSMENTS	FEBRUARY 20, 2014 at 12:15 p.m.

In accordance with M.G.L. Chapter 30B, the City of Quincy, on behalf of the Assessors Office is seeking proposals for a complete revaluation of all personal property in fiscal year 2015, together with the listing, coding and valuation maintenance services on personal property within the City of Quincy for the implementation in fiscal years 2016 and 2017. In a separate RFP, the City of Quincy, on behalf of the Assessors Office is also seeking proposals for the update program of real property assessments for fiscal years 2015, 2016, and 2017.

Non-price bids/proposals must be in a sealed envelope and price proposals must be in a separate sealed envelope. The outside of the sealed envelopes are to be clearly marked “RFP – Non Price Proposal Enclosed” with the name/time/date of the RFP and “RFP – Price Proposal Enclosed” with the name/time/date of the RFP.

Detailed specifications are available online at the City of Quincy’s website, www.quincyma.gov and also available at the Office of the Purchasing Agent, Quincy City Hall, 1305 Hancock Street, Quincy, Massachusetts, 02169, between the hours of 8:30 a.m. and 4:30 p.m.

Proposals will be received at the Office of the Purchasing Agent until the time and date stated above. Late proposals, delivered by mail or in person, will be rejected.

All questions regarding this bid should be directed to Kathryn R. Hobin, Purchasing Agent, through fax: 617-376-1074 and email: khobin@quincyma.gov and cc: to purchasing@quincyma.gov.

If applicable, proposals shall be in accordance with M.G.L. Chapter 30B, Chapter 149 as amended, and Chapter 30, Sections 39A, 39B and 39F-R. Bidder must abide by the prevailing wages as established by the Massachusetts Department of Labor and Industries.

The right is reserved to reject any or all proposals or to accept any part of an RFP or the one deemed best for the City and waive any informalities in the bidding if it is in the best interest of the City to do so.

Thomas P. Koch, Mayor

Kathryn R. Hobin, Purchasing Agent

LEGAL: FEBRUARY 3, 2014
LEGAL: FEBRUARY 3, 2014

GOODS & SERVICES
P.O. # S020314

DEPT. CHARGED: ASSESSORS OFFICE
DEPT. CHARGED: ASSESSORS OFFICE



**CITY OF QUINCY
PURCHASING DEPARTMENT
1305 HANCOCK STREET
QUINCY, MA 02169**

DETAILED SPECIFICATIONS AND REQUIREMENTS

ISSUE DATE: FEBRUARY 3, 2014
BID CALL: FEBRUARY 20, 2014 at 12:00 P.M.
DEPARTMENT: ASSESSORS OFFICE
ITEM: PERSONAL PROPERTY REVALUATION & MAINTENANCE

1. Certified check or 5% bid bond is not required.
2. A 100% Performance Bond is not required.
3. The following forms, if contained in the bid documents, must be completed and signed:
 - Certificate of Non-Collusion
 - Tax Compliance Certificate
 - Certification Relating to Debarment and Suspension
 - Signature Authorization Form
 - Proposal Sheet 5 of 5 (Lines 28 – 39)
 - Certification of General/Sub-bidders on Public Construction Projects Regarding Health and Safety and Non-Collusion and Debarment
 - Certification concerning Responsible Employer Ordinance (if contract is over \$100K)
 - Form for General Bid
 - Schedule of Participation Minority and Women Business Enterprise
4. Do not separate any sheets from this bid call.
5. All prices are to include delivery F.O.B. destination unless noted otherwise.
6. Wherever a manufacturer's name or model number is specified, it is to be clearly understood that the words "or approved equal" follow.
7. All vendors must acknowledge in writing receipt of any addenda.

* TO THE EXTENT APPLICABLE THE FOLLOWING SECTIONS OF MASSACHUSETTS GENERAL LAWS ARE INCORPORATED HEREIN BY REFERENCE:

**M.G.L. CHAPTERS 30B, 30, SECTIONS 39A, 39B AND 39F-R.
M.G.L. CHAPTER 149, AS AMENDED**

In the event of any inconsistency between the Invitation to Bid, Information for Bidders, Bid Forms, Conditions or any other Contract Document or potential Contract Document and these statutes; or any other applicable statutes, by-laws or regulations existing on the date on which the bid is submitted, then the statute, by-laws or regulations shall govern. Such inconsistency shall not be grounds for invalidating the bidding proceeding the Contract.

LIABILITY, PROPERTY DAMAGE and WORKERS' COMPENSATION coverage is required of the successful bidder before any work can be started.

DATE: _____

SPECS: PERSONAL PROPERTY REVALUATION & MAINTENANCE

BIDDER: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____



CITY OF QUINCY
Purchasing Department
1305 Hancock Street, Quincy, MA 02169

Phone: 376-1060

Fax: 376-1074

TAX COMPLIANCE CERTIFICATE

MASS. GENERAL LAWS, CH. 62C, S: 49A(b)

I hereby certify that I have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding of child support.

Signed under the pains and penalties of perjury.

(1) Individual Contractor

(Contractor's Name and Signature)

Social Security Number

(2) Corporation, Association
or Partnership

(Contractor's Name)

Federal Tax ID Number, or
Social Security Number

By:

(Authorized Signature)

Note to Contractor: Please sign at (1) or (2), whichever applies.

CHAPTER 62C. ADMINISTRATIVE PROVISIONS RELATIVE TO STATE TAXATION

Chapter 62C: Section 49A Certification of compliance with tax laws as prerequisite to obtaining license or governmental contract

Section 49A. (a) Any person applying to any department, board, commission, division, authority, district or other agency of the commonwealth or any subdivision of the commonwealth, including a city, town or district, for a right or license to conduct a profession, trade or business, or for the renewal of such right or license, shall certify upon such application, under penalties of perjury, that he has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. Such right or license shall not be issued or renewed unless such certification is made.

(b) No contract or other agreement for the purposes of providing goods, services or real estate space to any of the foregoing agencies shall be entered into, renewed or extended with any person unless such person certifies in writing, under penalties of perjury, that he had complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(c) Any such agency, which has been notified by the commissioner pursuant to section forty-seven A that a person who holds a license or certificate of authority issued by such agency or who has agreed to furnish goods, services or real estate space to such agency has neglected or refused to file any returns or to pay any tax required under this chapter and that such person has not filed in good faith a pending application for abatement of such tax or a pending petition before the appellate tax board contesting such tax or has been penalized pursuant to section 9 of chapter 62E for failure to comply with the provisions under said chapter 62E relating to reporting of employees and contractors, or has been penalized pursuant to paragraph (3) of subsection (f) of section 12 of chapter 119A for failure to comply with the provisions under said chapter 119A relating to withholding and remitting child support, shall refuse to reissue, renew or extend such license, certificate of authority, contract or agreement until the agency receives a certificate issued by the commissioner that the person is in good standing with respect to any and all returns due and taxes payable to the commissioner as of the date of issuance of said certificate, including all returns and taxes referenced in the initial notification or, if the licensee has been penalized for failure to comply with the provisions relating to reporting of employees and contractors under chapter 62E or withholding and remitting child support under chapter 119A, a certificate issued by the commissioner that the licensee is in compliance with said provisions.

(d) Any person who owns or leases a motor vehicle or trailer that is required to be registered in the commonwealth under chapter 90 and improperly registers the motor vehicle or trailer in another state or misrepresents the place of garaging of the motor vehicle or trailer in another city or town, shall be considered in violation of laws of the commonwealth relating to taxes under chapter 60A, chapter 64H or chapter 64I. The right, license or contract provided for in subsections (a) and (b) shall not be issued or renewed until the person or business entity has paid all taxes due at the time of application for such right, license or contract.

(e) Any person who, for the purpose of evading payment of a tax pursuant to chapters 59 to 64J, inclusive, willfully makes and subscribes any return, form, statement or other document pursuant to subsection (a), (b) or (d) that contains or is verified by a written declaration that is made under the penalties of perjury, and that contains information that he does not believe to be true and correct as to every matter material to his compliance with all laws of the commonwealth relating to taxes, shall be subject to section 73.



CITY OF QUINCY
Purchasing Department
1305 Hancock Street, Quincy, MA 02169

Phone: 376-1060

Fax: 376-1074

SIGNATURE AUTHORIZATION

At a duly authorized meeting of the Board of Directors of the

(NAME OF CORPORATION)

held on _____, at which all the Directors were present or waived notice, it was
(DATE)

VOTED, that:

(NAME)

(OFFICER)

of this company, he and she hereby is authorized to execute Contracts and Bonds in the name and behalf of said Company, and affix its Corporate Seal thereto, and such execution of any Contract or obligation in this Company's name on its behalf by such _____ under seal of the Company, shall be valid
(OFFICER)

and binding upon this Company. It was further voted that the City of Quincy may rely on such authorization of future Contracts until notified to the contrary.

A true copy,

ATTEST: _____
(CLERK'S SIGNATURE)

PLACE OF BUSINESS: _____

DATE OF THIS CONTRACT: _____

I hereby certify that I am the Clerk of the:

_____ that _____ is the
(COMPANY) (NAME)

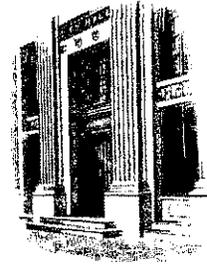
duly elected _____ of said Company, and that the above VOTE has not been
(TITLE)

amended or rescinded and remains in full force and effect as of the date of this Contract.

_____ CORPORATE SEAL



City of Quincy
City Hall
1305 Hancock Street
Quincy, Massachusetts 02169
Purchasing Department



THOMAS P. KOCH
Mayor

Kathryn R. Hobin
Purchasing Agent
Phone: (617) 376-1060
Fax: (617) 376-1074

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 work "person" shall mean any natural person, business, partnership, corporation, union committee, club or other organization, entity or group of individuals.

Name: _____

Address: _____

City, Town & Zip: _____

Email #: _____

Name of Business: _____

INDEMNITY AGREEMENT

In consideration of the award of Contract No. _____
by the City of Quincy, hereinafter referred to as INDEMNITEE, to the CONTRACTOR/BIDDER:

hereinafter referred to as INDEMNITOR, and for other good and valuable consideration, said
INDEMNITOR agrees to hold INDEMNITEE, City of Quincy, and its various department and
employees harmless from any and all liability, loss or damage that INDEMNITEE may suffer as the
result of claims, demands, costs, including attorneys fees, or judgement or other actions against it by
reason of any and all work done by or on behalf of the INDEMNITOR in connection with the above-
referenced contract.

INDEMNITOR,

By Duly Authorized Agent

Date: _____

CITY OF QUINCY
REQUEST FOR PROPOSALS FOR
FY 2015 PERSONAL PROPERTY REVALUATION
AND
FY 2016 AND 2017 MAINTENANCE SERVICES
IN THE CITY OF QUINCY, MASSACHUSETTS

**REQUEST FOR PROPOSALS FOR THE PERSONAL PROPERTY REVALUATION
AND MAINTENANCE SERVICES OVER A THREE (3) YEAR PERIOD
ENCOMPASSING FISCAL YEARS 2015, 2016, AND 2017 WITHIN THE CITY OF
QUINCY, MASSACHUSETTS**

The City of Quincy, Massachusetts acting through its Board of Assessors is accepting sealed proposals from all interested contractors for a complete revaluation of all personal property in Fiscal Year 2015, together with the listing, coding and valuation maintenance services on personal property within the City of Quincy for implementation in Fiscal Years 2016 and 2017.

Proposals will be received and registered in the Purchasing Department until Thursday, February 20, 2014 at 12:00 p.m.

The City of Quincy reserves the right to reject any and all proposals or to waive any informalities in the proposals, if it appears to be in the best interest of the City.

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

In addition to addressing each item 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 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 copy of financial statements for the contractor's most recent Fiscal Year. The City reserves the right to request additional information relative to the contractor's financial stability.
3. A list of the municipalities for which the contractor has provided personal property services, a general description of the specific services provided, fiscal years and client contacts.
4. A list of municipalities for which the contractor is currently committed to provide personal property services, the services being provided and client contacts.
5. Written assurances that the contractor has a complete knowledge and understanding of Department of Revenue (DOR) certification requirements and that all work performed shall reflect and comply with the DOR requirements.

SCOPE OF SERVICES

Profiles and other pertinent data regarding the City of Quincy, Massachusetts:

- The City of Quincy contains approximately 2,000 personal property accounts as of January 1, 2014.
- All accounts as discussed above are to be listed and collected in accordance with the provisions of this Request for Proposals.
- The Board of Assessors utilizes the RRC Personal Property Appraisal Software of Real Estate Research Consultants, Inc. on an in-house basis.
- Interested Contractors must utilize this appraisal software at an off-site location for the generation of values.

Services to be Performed:

- In Fiscal 2015, the Contractor will conduct a complete revaluation of all personal property accounts within the City, for the certification of the Department of Revenue.
- In Fiscal Years 2016 and 2017, the Contractor will discover, list and value all new personal property within the City. Additionally, the Contractor will review and utilize all information received in the Form of List process.
- The Contractor shall conform to the usage classifications of all personal property so described, in accordance with Massachusetts General Laws, Chapter 59.
- Any system changes required and updated pricing tables shall be the responsibility of the Contractor. The Contractor shall provide all necessary computer and appraisal consulting services to facilitate any system changes.

Responsibilities of the City:

- The Board of Assessors shall receive a weekly status report from the Contractor. They shall review and evaluate the progress of the project.
- The City shall, as available, provide to the contractor adequate office space including desk, chairs, a telephone and a file cabinet for the duration of the project.

Responsibilities of the Contractor:

- The contractor will identify owners of personal property located in the City as of January 1, 2014, 2015 and 2016.
- All accounts will be identified as either assessable or non-assessable in accordance with the General Laws of the Commonwealth of Massachusetts.
- On all personal property accounts that are new, as well as those chosen to be collected, a complete and individual inventory listing will be made of all taxable personal property at each site. This listing must contain sufficient detail so that an independent off-site value determination may be made. If initially unsuccessful in gaining access, at least two callbacks will be made with record made of the date and time of such visits. For each account of taxable personal property, the contractor will list, and provide the following information:
 1. The owner's legal name
 2. Business name
 3. Business Address
 4. Tax Billing Address
 5. Type of Business
 6. Telephone number
 7. Type of Corporation (SIC Code)
 8. Tax Status Code
 9. Account number
 10. Date of on-site inspection
 11. Name of contractor's representative who conducted the on-site inspection
 12. Complete list of each inventory item that is assessable and taxable as personal property. Included by item shall be the appropriate coding for valuation purposes.
 13. Valuation breakdown of accounts by the following categories:
 - A. Inventory
 - B. Furniture and Fixtures
 - C. Machinery and equipment
 - D. Underground utilities
 - E. Other
- The Company shall verify and inspect all accounts taxable, non-taxable or exempt and shall state the reason for each account classified as either non-taxable or exempt. Non-taxable accounts shall be identified with NTV indicating inspection and no indicated value.
- All listings will be as of January 1, and shall reflect the status of all personal property as of that date. All revaluation work shall meet the certification requirements of the Commissioner of Revenue.
- The Company will be responsible for any data entry and report generation requested by the City.

Public Information Program:

- The Board of Assessors and the Contractor shall cooperate in maintaining good public relations throughout the period of this project. The Contractor must coordinate all activities necessary to promote public understanding, awareness and cooperation in conjunction with the entire project. The Contractor must be prepared to conduct a public information program that addresses the scope and objective of the project. This program shall continue on a regular basis for the duration of the project.
- All public information activities should emphasize the responsibilities of the various participants, the appraisal methodology employed, and the overall goals of the project.

Defense of Values:

- The Contractor shall provide expert witnesses, at no cost, to represent the City at all appeals to any Court, Appellate Tax Board, or otherwise, of valuation and/or classifications resulting from this project. All expert witnesses must be approved by the Assessors.
- These services will include the preparation of detailed narrative reports, if required, at a per diem rate to be provided by the Contractor.

Project Timetable:

- The Contractor must submit a comprehensive work plan at a minimum addressing the components indicated below and containing the following information for each component: starting date, completion date, and contractor's staff assignments for each year of the contract. The components to be addressed are as follows:
 1. Project Start-Up
 2. Data Collection
 3. Coding
 4. Data Entry
 5. Valuation
 6. Assessors Review
 7. Preliminary Certification Review
 8. Final Certification Review
 9. Project Completion

Project Staffing:

- The Contractor must set forth the project staffing to be utilized on this project. At a minimum, the Contractor shall address the following levels:
 1. Project Director
 2. Coding Personnel
 3. Personal Property Listers
 4. Data Processing Interface

- Each individual, their project duties, the number of work days each will spend on this project and on other projects in which the contractor will be concurrently involved must be broken down into the following categories:
 1. Name
 2. Title
 3. Project Responsibilities
 4. Man Hours This Project
 5. Man Hours Other Projects

- The qualifications of each individual set forth above will be provided to the City by submitting full resumes, which must include prior work experience, dates, positions, responsibilities for each employer, education and professional affiliations.

- Since the project staffing is such an integral part of this project, contractors shall contractually commit all individuals as submitted in their proposal, to this project. Any deviation from the proposed individuals and man hours will constitute a breach of agreement to any contractual agreement which may result from this Request for Proposals.

- Should it become impossible for a contractually committed individual to complete his duties, for a reason such as termination of employment, any change in the contractors staffing as outlined in the proposal will be subject to the approval of the City. The City shall notify the contractor within fifteen (15) business days of the acceptance or rejection of any such staff substitutions. Any substituted person must be of an experience level equal to or greater than the person being replaced.

MINIMUM EVALUATION CRITERIA

In addition to the conditions established in The Scope of Services, Contractors must also meet all provisions of the criteria as set forth below in order to qualify for consideration in the Comparative Evaluation Criteria. Any Contractor who does not satisfy this will be specifically rejected as non-responsive. All Contractors must submit all necessary client lists, resumes and other pertinent information in order to evidence levels of experience and competence, in answering all Minimum and Comparative Evaluation Criterion.

1. The Contractor must have a staff of at least 10 full-time, non-clerical individuals dedicated to providing revaluation services.
2. The Timetable, as proposed, must evidence project completions date for each respective year, on or before the following dates:

Fiscal 2015 - July 31, 2014

Fiscal 2016 - July 31, 2015

Fiscal 2017 - July 31, 2016

3. The proposed Project Director must have at least twenty (20) years experience in a Project Director capacity relative to personal property valuation.
4. The Contractor must evidence the successful completion of at least twenty (20) personal property projects containing at least 1,000 accounts.

COMPARATIVE EVALUATION CRITERIA

Contractors who satisfy all provisions of this RFP as set forth herein will be evaluated by the measures as set forth below. All contractors eligible for rating through this section will be rated for each of the categories through the following distinctions:

- A.) Unacceptable
- B.) Non-Advantageous
- C.) Advantageous
- D.) Highly Advantageous

(1) Contractors experience with other Personal Property programs in Massachusetts:

- A) Unacceptable: No experience in Massachusetts.
- B) Not Advantageous: Less than twenty (20) successful Personal Property revaluations in Massachusetts.
- C) Advantageous: More than twenty(20), but less than fifty (50) successful Personal Property revaluations in Massachusetts.
- D) Highly Advantageous: Fifty (50) or more successful Personal Property revaluations in Massachusetts.

(2) Contractors ability to utilize existing database and appraisal system. Personal Property - The City utilizes the RRC Personal Property Software of Real Estate Research Consultants, Inc., which resides in-house.

- A) Unacceptable: No experience utilizing personal the RRC Personal Property Software.
- B) Not Advantageous: Ten (10) or less successful revaluations utilizing the RRC Personal Property Software.
- C) Advantageous: More than ten (10), but less than twenty (20) successful revaluations utilizing the RRC Personal Property Software.
- D) Highly Advantageous: At least twenty (20) successful revaluations utilizing the RRC Personal Property Software, at least two (2) of which were performed for the City of Quincy.

(3) Qualifications and experience of staff to be assigned to this revaluation assignment:

- A) Unacceptable: No revaluation appraisal experience.

- B) Not Advantageous: Revaluation experience of some of the staff as a Senior Personal Property Appraiser.
 - C) Advantageous: Revaluation experience of all of the staff as a Senior Personal Property Appraiser.
 - D) Highly Advantageous: Revaluation experience of all of the staff as Senior Personal Property Appraiser and experience utilizing the RRC Personal Property Software.
- (4) Qualification and experience of the Project Director:
- A) Unacceptable: Less than ten (10) years experience in a Project Director capacity on Personal Property Projects.
 - B) Not Advantageous: More than ten (10), but less than fifteen (15) years experience in a Project Director capacity on Personal Property Projects and no supervisory experience in a community of 1,000 or more accounts.
 - C) Advantageous: More than fifteen (15), but less than twenty (20) years experience in a Project Director capacity on Personal Property Projects and direct experience in a 2,000 account community.
 - D) Highly Advantageous: More than twenty (20) years experience in a Personal Property Project Director capacity, experience in a 2,000 account community, experience on the RRC Personal Property Software and at least ten (10) years of direct personal property experience in the City of Quincy.
- (5) Experience of the Contractor:
- A) Unacceptable: Less than five (5) years in providing Personal Property services in Massachusetts.
 - B) Not Advantageous: More than five (5) years but less than ten (10) years experience in providing Personal Property appraisal services in the Commonwealth.
 - C) Advantageous: More than ten (10) years experience in providing Personal Property services within the Commonwealth.

D) Highly Advantageous: At least twenty (20) years experience in providing Personal Property services in the Commonwealth.

(6) Project Timetable:

The Timetable, as proposed, must evidence project completions date for each respective year, on or before the following dates:

Fiscal 2015 -	July 31, 2014
Fiscal 2016 -	July 31, 2015
Fiscal 2017 -	July 31, 2016

Any proposal that reflects anything beyond this date will be unacceptable.

All questions regarding this bid should be directed to Kathryn R. Hobin, Purchasing Agent through fax: 617-376-1074 and email: khobin@quincyma.gov and cc'd to: purchasing@quincyma.gov. Questions will be accepted until Thursday, February 13, 2014 at 4:00 p.m.

PRICE PROPOSAL - PERSONAL PROPERTY

This form will be used by the Contractor as their Price Proposal, for the purposes of compliance with Chapter 30B of the Massachusetts General Laws. Contractors must fill out this form for each year of the contract in its entirety and submit it in a separate envelope as their Price Proposal.

Fiscal 2015 Revaluation

Data Collection of all 2,000 Accounts \$ _____/acct
Appraisal of all Wireless Telephone Companies \$ _____
Total For Fiscal 2015 \$ _____

Fiscal 2016 Maintenance

Data Collection of 250 New and Select Existing Accounts \$ _____/acct
Discovery and Form of List Review 10 days \$ _____/day
Appraisal of all Wireless Telephone Companies \$ _____
Total For Fiscal 2016 \$ _____

Fiscal 2017 Maintenance

Data Collection of 250 New and Select Existing Accounts \$ _____/acct
Discovery and Form of List Review 10 days \$ _____/day
Appraisal of all Wireless Telephone Companies \$ _____
Total For Fiscal 2017 \$ _____

The undersigned agrees to furnish the City of Quincy with the entire project as detailed in the Request for Proposals at the price as evidenced above:

Company _____

Authorized Signature _____

Name and Title _____

Date _____

GENERAL CONDITIONS

1.0 GENERAL CONDITIONS AND MANDATORY CONTRACTUAL REQUIREMENTS

All bidding contractors, by the virtue of their bid, agree to comply in full with all conditions as set forth in any contractual agreement resulting from such proposal.

1.1 PROPOSAL RULES

This proposal is solicited and will be awarded pursuant to the "Uniform Procurement Act", Chapter 30B of the Massachusetts General Laws.

1.2 BASIS OF PROPOSAL AWARD

- A. The contract shall be awarded to the contractor submitting the most advantageous proposal, taking into consideration the proposal's relative merits and relative prices.
- B. The City of Quincy Board of Assessors will be asked to assist the Chief Procurement Officer to evaluate the responses to this proposal.
- C. The Contract awarded in response to these specifications shall be effective for a period of one (1) year. Upon the satisfactory performance of the vendor, the City may extend the contract for two (2) additional terms of one (1) year each. The contract shall automatically renew upon the anniversary date of the contract execution, unless notification of termination is given 30 day prior, in writing, by either party.

1.3 COMPLIANCE WITH APPLICABLE LAWS

- A. The contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- B. The contractor must affirm that he will conduct this project in compliance with the General Laws of the Commonwealth of Massachusetts relating to property assessment administration. Therefore, the contractor must have a complete understanding of these laws. Furthermore, the contractor must be cognizant of the role of the Massachusetts Department of Revenue in administering and enforcing these laws, and must agree to comply with all regulations and directives of the Department of Revenue.
- C. The contractor must comply with all federal, state, and municipal laws, ordinances, rules and/or regulations, including labor laws, and those against discrimination, existing or adopted in the future which are applicable at any time to the contractor pursuant to its obligations during this project. The contractor and

any of his subcontractors, agents, servants and/or employees shall obtain at their sole cost and expense, all required permits, franchises, approvals, licenses and/or certificates necessary for the performance of his obligations pursuant to the agreement.

1.4 FORCE MAJEURE

Neither party shall be liable to the other or be deemed to be in breach under the 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, judgement, 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 shortage or fluctuation in electric power, heat, light or air conditioning. Dates or time of performance will be extended automatically at no further cost to the City to the extent of such delays provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. It is agreed, however, that since the performance dates of this contract are important to the implementation of the entire revaluation program, continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the contractor, shall be deemed to render performance impossible, and the municipality shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination".

1.5 TERMINATION OF CONTRACT

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

1.6 ASSIGNMENT OF CONTRACT

The Contractor shall not assign or in any way transfer any interest in this agreement without the prior written consent of the City provided, however, that claims for money due or to become due to the Contractor from the City hereunder may be assigned to a bank, trust company, or other financial institution without such consent so long as notice of any such assignment is furnished promptly to the Assessors, any such assignment shall be expressly made subject to all defenses, set-offs, or counter-claims which would have been available to the City against the Contractor in the absence of such assignment.

1.7 EVALUATION OF WORK

To assure compliance with the agreement work shall be performed on the City of Quincy premises and must be available for inspection at any time. The Board of Assessors or its designees shall have the right to enter into the contractor's work area during the normal business hours to inspect, monitor or otherwise evaluate the work performed or being performed therein.

1.8 OWNERSHIP OF INFORMATION

- A. All information acquired by the contractor from the City or from others at the expense of the City in performance of the agreement, shall be and remain the property of the City. All records, data file, computer records work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the contractor for delivery to the City shall be and remain the property of the City.
- B. The contractor agrees that he will use this information only as required in the performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, nor copy, nor reproduce the same in any form except pursuant to the sole written instructions of the City. The contractor further agrees to return said information in whatever form it is maintained by the contractor.

1.9 EXAMINATION

By submitting a bid, the bidder warrants that he has examined the site of the work, the specifications and drawings and has fully acquainted himself with all conditions and restrictions pertaining to the work and the execution thereof. No claim for any extra or extension of time will be allowed for failure to observe this requirement.

1.10 ABILITY AND EXPERIENCE

- A. The Awarding Authority will not award a contract to any bidder who cannot furnish satisfactory evidence of his ability and experience in this type of work and that he has sufficient plant and capital to enable him to execute and complete the work within the given time period.
- B. The Awarding Authority may make such investigations as it deems necessary to determine the above and a bidder shall furnish any information requested in this regard and shall furnish same under oath if required.

1.11 CERTIFICATE OF NON-COLLUSION AND TAX ATTESTATION FORM

All bidders must submit a form that incorporates both an attestation clause regarding Massachusetts State Tax returns and a certificate of non-collusion.

1.12 CORRECTIONS

Erasures or other changes in the bid must be explained or noted over the signature of the bidder.

1.13 CONFLICT OF INTEREST

- A. 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 under this agreement.
- B. No employee of the City and no public official who exercises any function or responsibilities in the review of approval of the undertaking or carrying out of this agreement shall:
 - 1. Participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested.
 - 2. Have any financial interest, direct or indirect in this agreement or the proceeds thereof.
- C. The Contractor shall not contract with or employ an assessor or other municipal employee of the City in connection with the revaluation project.

1.14 LIABILITY

The Contractor agrees to indemnify, save harmless, and defend the City from and against any and all liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including costs of defense, settlement, and reasonable attorney fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulation, or orders caused in whole or in part, by the contractor's employees, or its agents or servants, in the performance of this contract.

1.15 INSURANCE COVERAGE

General - The Contractor shall before commencing performance of the contract be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the contractor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Quincy, its agents and employees from any and all claims for damages to persons or property as may arise out of the performance of this contract.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this contract, and may constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the contractor.

No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the City of Quincy at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, trustee, and the successor in interest of the Contractor.

Contractor's Comprehensive General Public Liability and Property Damage Liability Insurance

The Contractor shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Contractor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Dollars (\$500.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

Comprehensive Automotive Liability and Property Damage Insurance

The Contractor shall carry Comprehensive Automobile Liability Insurance covering all owned vehicles, hired vehicles or non-owned contract in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property.

All insurance coverage as required shall be placed with an insurance carrier approved by the commonwealth and acceptable to the City of Quincy. Contractor Compliance with this section shall constitute a material condition of the contract documents.

FAILURE TO COMPLY WITH ABOVE CONDITIONS AND REQUIREMENTS OR ANY ATTACHED SPECIFICATIONS OR ANY OTHER MINIMUM QUALIFICATIONS WILL BE JUSTIFICATION TO REJECT ANY BID AS NON-RESPONSIVE.