

TOWN OF NATICK MASSACHUSETTS

TO: Natick Select Board
James Errickson, Town Administrator
Jon Marshall, Deputy Town Administrator - Operations
John Townsend, Deputy Town Administrator – Finance Director
Eric Henderson, Director of Assessing
Ann Hansberry, Assistant Director of Assessing

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: May 4, 2022

**SUBJECT: CONTRACT AWARD/FY2024 PERSONAL PROPERTY REVALUATION
SERVICES AND SOFTWARE AND FY2025 AND FY2026 COLLECTION
AND VALUATION SERVICES**

On April 13, 2022, sealed Price and Non-Price Proposals were received in accordance with M.G.L. c. 30B, sec. 6 for the procurement of FY 2024 Personal Property Revaluation Services and Software and FY2025 and FY2026 Collection and Valuation Services. Proposals were received from two (2) proposers (See attached.)

The most advantageous Proposal, taking into account price and all other non-price criteria, was submitted by Real Estate Research Consultants, Inc., 1538 Turnpike Street, North Andover, MA 01845. Its price was \$104,000.00 total, as outlined in its Price Proposal. We recommend that the Natick Select Board award the contract to Real Estate Research Consultants, Inc., for the complete main work, as provided for in the Town's Request for Proposals (RFP). The amount of the award will be for \$104,000.00, as provided for in Real Estate Research Consultants, Inc.'s Price Proposal.

We have reviewed the Proposals received and have checked the references and qualifications of Real Estate Research Consultants, Inc., and have determined it to be a responsible and eligible Proposer.

Please advise if you have any questions or require additional information.

Proposals Received: 04/13/2022

Newspaper Advertisement (Metrowest Daily News): 03/11/2022

Website Posting: 03/08/2022

Town Hall Postings: 03/08/2022

Goods and Services Bulletin: 03/14/2022

COMMBUYS Posting: 03/08/2022

Funding: Assessors' Operating Budget - Revaluation Line Item - 0114102-530900

Proposals Received: See attached.



Town of Natick

Massachusetts

5/3/2022

Bryan Le Blanc
Procurement Officer

Re: Review Committee- Price Proposals
FY2024 Personal Property Revaluation Services and FY2025 and FY2026 Collection and Valuation Services

Mr. Le Blanc,

Thank you for your assistance in this process. The review committee met again to review the price proposal portion of the bids. As noted in the non-price evaluation, we found that the Real Estate Research Consultants (RRC) proposal was most advantageous to the Town, especially in the areas of client references, software, and details and completeness of the proposal.

The price proposal aspect had RRC as the low bidder for this project. Thus, based on both non-price and price aspects of the proposal, the committee recommends awarding the contract to Real Estate Research Consultants.

On behalf of the review committee, thank you for your assistance with this important project.

John Townsend

Ann Hansberry

Eric Henderson

RFP Registry of Proposals

Proposals - FY2024 PERS. PRT.Y REVAL. SVCS/SOFTWARE FY2025 & FY2026 COLLECTION/VAL. SVCS.

Date & Time: April 13, 2022, 9:00 A.M. local time

[illegible]

CPO Signature:

Witness Signature:

Town of Natick, Massachusetts
Contract for FY2024 Personal Property Revaluation Services and Software and
FY2025 and 2026 Collection and Valuation Services

This Contract is made this eighteenth day of May, 2022, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Select Board (hereinafter the “Town of Natick,” or “the Town”) and Real Estate Research Consultants, Inc., 1538 Turnpike Street, North Andover, MA 01545 (hereinafter the “Contractor”).

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts for the services outlined in Section 1, below (Scope of Services), if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope of Services

The Contractor shall provide services as set forth in the Request for Proposals for FY 2024 Personal Property Revaluation Services and Software and FY 2025 and FY2026 Collection and Valuation Services (“RFP”), issued by the Select Board of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendition of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor’s services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

The term of this Contract shall commence as of the execution date of this Contract and shall end one year later. At the sole discretion of the Town, this Contract may be extended for one (1) or two (2) additional one (1)-year terms. Time is of the essence in the performance of services rendered by the Contractor under this Contract.

4. Incorporation of the Request for Proposals/Order of Priority of Contract Documents

The provisions of the RFP and the Contractor’s Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract

Town of Natick, Massachusetts
Contract for FY2024 Personal Property Revaluation Services and Software and
FY2025 and 2026 Collection and Valuation Services

Third Priority:	Addenda to the RFP (if any)
Fourth Priority:	RFP
Fifth Priority:	Contractor's Proposal.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices stated in the Contractor's Price Proposal. (See attached Price Proposal Form.)

This Contract is a fixed price/fixed rate contract; and, therefore, miscellaneous expenditures associated with the Contractor's work on this project shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's RFP, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town of Natick, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any

Town of Natick, Massachusetts
Contract for FY2024 Personal Property Revaluation Services and Software and
FY2025 and 2026 Collection and Valuation Services

right of the Town under this Contract or a ratification by the Town of any breach hereof by the Contractor.

6. Warranty

DELETED – NOT APPLICABLE.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Successful Proposer shall comply with the applicable provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws (M.G.L.), as amended, and with all applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. DELETED

Town of Natick, Massachusetts
Contract for FY2024 Personal Property Revaluation Services and Software and
FY2025 and 2026 Collection and Valuation Services

- e. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- f. The Town of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- g. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”
- h. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- i. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.
- j. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

Town of Natick, Massachusetts
Contract for FY2024 Personal Property Revaluation Services and Software and
FY2025 and 2026 Collection and Valuation Services

9. Indemnification

The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town of Natick, nor its officers, employees, boards, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the RFP and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

Town of Natick, Massachusetts
Contract for FY2024 Personal Property Revaluation Services and Software and
FY2025 and 2026 Collection and Valuation Services

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the Town of Natick and not as an employee of the Town of Natick. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Natick, including, without limitation, salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled and/or mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town of Natick property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, in any public building in the Town of Natick.

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy

Town of Natick, Massachusetts
Contract for FY2024 Personal Property Revaluation Services and Software and
FY2025 and 2026 Collection and Valuation Services

obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. *Delays/Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. *Termination*

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town of Natick shall no longer be under any obligation to tender performance, including payment, under the terms of this

Town of Natick, Massachusetts
Contract for FY2024 Personal Property Revaluation Services and Software and
FY2025 and 2026 Collection and Valuation Services

Contract. In that event the Town may terminate this Contract upon written notice to the Contractor.

- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services, together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the Town: James Errickson,
Town Administrator
Natick Town Hall
13 East Central Street
Natick, MA 01760

With copies to: Karis L North, Esq.
Office of the Town Counsel
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

Town of Natick, Massachusetts
Contract for FY2024 Personal Property Revaluation Services and Software and
FY2025 and 2026 Collection and Valuation Services

If to the Contractor: Mr. Brian Pelletier
President
Real Estate Research Consultants, Inc.
1538 Turnpike Street
North Andover, MA 01545.

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall

Town of Natick, Massachusetts
Contract for FY2024 Personal Property Revaluation Services and Software and
FY2025 and 2026 Collection and Valuation Services

furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.

- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Proposal was made and submitted in good faith and without collusion or fraud with any 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.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Proposal documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age,

Town of Natick, Massachusetts
Contract for FY2024 Personal Property Revaluation Services and Software and
FY2025 and 2026 Collection and Valuation Services

genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town of Natick shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- s. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Contract is executed in triplicate as a sealed instrument.

(The remainder of this page is left blank.)

Town of Natick, Massachusetts
Contract for FY2024 Personal Property Revaluation Services and Software and
FY2025 and 2026 Collection and Valuation Services

The Town of Natick, Massachusetts
by: the Natick Select Board

Real Estate Research Consultants, Inc.
by:

Paul R. Joseph, Chair

Signature

Michael J. Hickey, Jr., Vice Chair

Printed Name

Bruce T. Evans, Clerk

Printed Title

Kathryn M. Coughlin

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

This is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Select Board is authorized to execute this Contract and to approve all requisitions and execute change orders.

Michelle Laramee
Comptroller, Town of Natick

Dated: _____

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:

Karis L. North, Esq.
Office of the Town Counsel

Dated: _____

Town of Natick, Massachusetts
Contract for FY2024 Personal Property Revaluation Services and Software and
FY2025 and 2026 Collection and Valuation Services

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of

(Corporation Name) (Title)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on _____ 20 ____, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either
_____, _____;
(Name) (Title)
_____, _____; or
(Name) (Title)
_____, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the ____ day of _____, 20__ and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

original

**ATTACHMENT A
TOWN OF NATICK
PRICE PROPOSAL FORM**

Pursuant to Chapter 30B, Section 6 of the Massachusetts General Laws (M.G.L. c. 30B, §6), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Select Board, invites the submission of sealed proposals for FY2024 personal property revaluation services and FY2025 and FY2026 collection and valuation services.

Printed Name of Proposer:

Real Estate Research Consultants, Inc.

Address: 1538 Turnpike Street, North Andover, MA 01845

The PROPOSER hereby pledges to deliver the complete scope of services required for price shown below:

Total Price in Words: One Hundred and Four Thousand Dollars *

Per year Fiscal 2024 = \$64,000 Fiscal 2025 = \$20,000 Fiscal 2026 = \$20,000 *

Total Price in Numbers: \$104,000.00 *

The PROPOSER acknowledges receipt of addenda nos. _____

Per year Fiscal 2024 = \$64,000 Fiscal 2025 = \$20,000 Fiscal 2026 = \$20,000 *

Please write out all addenda issued. For example, for four (4) addenda issued, please write: "1, 2, 3, and 4." Do not write "1-4" or "4."



Authorized Signature

Brian Pelletier

Printed Name

* See enclosed breakdown of price by year and services

Town of Natick – Price Proposal Attachment

Breakdown of price by year and services

Fiscal 2024

Listing and Valuation of all 1,000 New and Existing Accounts@ \$56 /acct	=\$56,000
Appraisal and review of Wireless and CATV	=\$ 2,000
Pricing of two (2) class 504 utilities (per DOR methodology requirements)	= <u>\$ 6,000</u>
Total for Fiscal 2024	=\$64,000

Fiscal 2025

Data Collection of 150 New and Select Existing Accounts@ \$56 /acct	=\$ 8,400
Account Discovery - 6 days @ \$600 /day	=\$ 3,600
Appraisal and review of Wireless and CATV	=\$ 2,000
Pricing of two (2) class 504 utilities (per DOR methodology requirements)	= <u>\$ 6,000</u>
Total for Fiscal 2025	=\$20,000

Fiscal 2026

Data Collection of 150 New and Select Existing Accounts@ \$56 /acct	=\$ 8,400
Account Discovery - 6 days @ \$600 /day	=\$ 3,600
Appraisal and review of Wireless and CATV	=\$ 2,000
Pricing of two (2) class 504 utilities (per DOR methodology requirements)	= <u>\$ 6,000</u>
Total for Fiscal 2026	=\$20,000

President

Printed Title

March 16, 2022

Date

Full Legal Name Real Estate Research Consultants, Inc.

Officers of Corporation and Addresses

President - Brian Pelletier Andover, MA

Treasurer - Christopher Natale Bedford, NH

Clerk - Christopher Natale Bedford, NH

State of Incorporation MA 1982

Principal Place of Business 1538 Turnpike Street

North Andover, MA 01845

Tel. (978) 681-1991





Qualified in Massachusetts Yes ☒ No ☐

Principal Place of Business in MA 1538 Turnpike Street

North Andover, MA 01845

Tel. (978) 681-1991



Real Estate Research Consultants, Inc. 
1538 Turnpike Street
North Andover, MA 01845
(978) 681-1991 
brian@rrcpp.com 
www.rrcpp.com 

March 28, 2022

Town of Natick
c/o Procurement Officer
Natick Public Works
75 West Street
Natick, MA 01760

To Whom It May Concern,

Real Estate Research Consultants, Inc. (RRC) is pleased to submit this proposal for the provision of FY 2024 personal property revaluation and software services and FY 2025 and 2026 collection and valuation services in the Town of Natick, Massachusetts, with Town options for an additional two years.

As you may know, RRC is a full-service revaluation appraisal firm with considerable experience in projects of this nature. At RRC, we have taken the lead role in the collection and valuation of personal property. As personal property is the main focus of our company, we have expended considerable time and effort in the development and implementation of software, procedures and methods which produce results and final work products at a level which far exceeds that of our competitors.

Many of our client communities have realized significant tax dollar increases upon revaluation. The reasons for this include the following:

- * Picking up accounts that were not previously assessed.
- * Consistent tax law interpretation.
- * The listing of new personal property at existing locations.
- * Price increases on personal property items.

All services to be provided are evidenced in the attached Proposal. This Proposal is in effect for a period of sixty (60) days.

We would welcome the opportunity to meet with you in order to discuss our Proposal and address any questions you may have.

Should any questions arise during your period of proposal evaluation, please feel free to contact us at your earliest convenience.

Your consideration of RRC for the undertaking of this personal property appraisal assignment is greatly appreciated.

Very truly yours,

A handwritten signature consisting of three overlapping loops, followed by a short horizontal line.

Brian J. Pelletier
President

TOWN OF NATICK

ATTACHMENT B
CERTIFICATE OF NON-COLLUSION

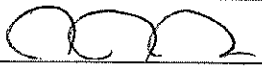
The undersigned certifies, under penalties of perjury, that this Proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Real Estate Research Consultants, Inc.
Name of Proposer

1538 Turnpike Street
Address of Proposer

North Andover, MA 01845

(978) 681-1991
Telephone Number

By: 
(Signature)

Brian Pelletier
Printed Name

President
Printed Title

March 16, 2022
Date

TOWN OF NATICK

ATTACHMENT C
CERTIFICATE OF TAX COMPLIANCE

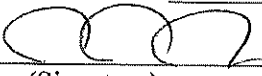
Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Proposer named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Real Estate Research Consultants, Inc.
Name of Proposer

1538 Turnpike Street
Address of Proposer

North Andover, MA 01845

(978) 681-1991
Telephone Number

By: 
(Signature)

Brian Pelletier
Printed Name

President
Printed Title

March 16, 2022
Date

TOWN OF NATICK

ATTACHMENT D
CONFLICT OF INTEREST CERTIFICATION

The Proposer hereby certifies that:

1. The Proposer has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFP.
2. No consultant to, or subcontractor for, the Proposer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Proposer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Proposer.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Proposer has been retained or hired to solicit for or in any way assist the Proposer in obtaining a Contract pursuant to this RFP upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Proposer.
4. The Proposer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Proposer and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Proposals.
5. The Proposer understands that the Proposer and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Proposer

Real Estate Research Consultants, Inc.

Address of Proposer

1538 Turnpike Street

North Andover, MA 01845

Telephone Number (978) 681-1991

By: 

(Signature)

Brian Pelletier

Printed Name

President

Printed Title

March 16, 2022

Date

TOWN OF NATICK

ATTACHMENT E

CERTIFICATE OF CORPORATE PROPOSER

I, Christopher Natale, certify that I am the Clerk of the Corporation named as Proposer in the attached Proposal Form; that Brian Pelletier, who signed said Proposal on behalf of the Proposer was then President of said Corporation and was duly authorized to sign said Proposal Form; and that I know his/her signature thereto is genuine.

(Corporate Seal)

Name of Proposer

Real Estate Research Consultants, Inc.

Address of Proposer

1538 Turnpike Street

North Andover, MA 01845

Telephone Number (978) 681-1991

By: 

(Signature)

Christopher Natale

Printed Name

Clerk

Printed Title

March 16, 2022

Date

This Certificate shall be completed where Proposer is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

TOWN OF NATICK

ATTACHMENT F

CERTIFICATE OF COMPLIANCE WITH M.G.L. c. 151B

The Proposer hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Proposer also hereby certifies that it shall comply with any and all applicable Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Request for Proposals.

Name of Proposer

Real Estate Research Consultants, Inc.

Address of Proposer

1538 Turnpike Street

North Andover, MA 01845

Telephone Number (978) 681-1991

By: 

(Signature)

Brian Pelletier

Printed Name

President

Printed Title

March 16, 2022

Date

TOWN OF NATICK

ATTACHMENT G
CERTIFICATE OF NON-DEBARMENT

The Proposer hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Proposer shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Proposer

Real Estate Research Consultants, Inc.

Address of Proposer

1538 Turnpike Street

North Andover, MA 01845

Telephone Number (978) 681-1991

By: 

(Signature)

Brian Pelletier

Printed Name

President

Printed Title

March 16, 2022

Date

Town of Natick, Massachusetts
Contract for FY2024 Personal Property Revaluation Services and Software and
FY2025 and 2026 Collection and Valuation Services

CERTIFICATE OF VOTE

I, Christopher Natale, hereby certify
(Clerk/Secretary)

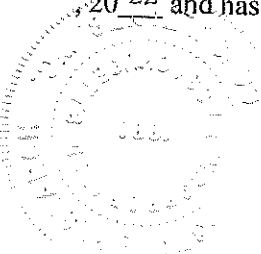
that I am the duly qualified and acting Clerk of
Real Estate Research Consultants, Inc. (Title)
(Corporation Name)

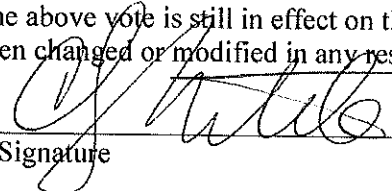
and I further certify that at a meeting of the Directors of said Corporation duly called and held on March 16, 20 22, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either
Brian Pelletier, President;
(Name) (Title)
_____, _____; or
(Name) (Title)
_____, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the 16th day of March, 20 22 and has not been changed or modified in any respect.




Signature

Christopher Natale

Printed Name

Clerk

Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

PROPOSAL FOR THE PROVISION OF
FY 2024 PERSONAL PROPERTY REVALUATION AND SOFTWARE SERVICES
AND FY 2025 AND 2026 COLLECTION AND VALUATION SERVICES
IN THE TOWN OF NATICK, MASSACHUSETTS
WITH TOWN OPTIONS FOR AN ADDITIONAL TWO YEARS

TABLE OF CONTENTS

	<u>PAGE</u>
Company Information	
Introduction	1
Overview of Project.....	1
Company Profile.....	1
Assessment Date	1
Certification Assurances.....	1
 Scope of Services	
FY 2024 Project Timetable	2
FY 2025 Project Timetable	3
FY 2026 Project Timetable	4
Project Staffing Breakdown	5
Personal Property Valuation	6-7
Valuation of Class 504 Public Utilities	7
RRC Personal Property Appraisal Software.....	8
Deliverable Products	9
Minimum Evaluation Criteria	10
Comparative Evaluation Criteria	10-11
 RRC Personal Property Clients	12
 Qualifications of Staff	
Employee Qualifications:	
Brian J. Pelletier.....	13
Christopher Natale	14
Doug Jarabek	15
Steve McKay	16
Tony Cabral.....	17

INTRODUCTION

Real Estate Research Consultants, Inc. (RRC)

NEGOTIATING REPRESENTATIVES:	Brian J Pelletier, President Christopher Natale, Treasurer
OFFICERS AUTHORIZED TO EXECUTE CONTRACT:	Brian J. Pelletier, President Christopher Natale, Treasurer

OVERVIEW OF PROJECT

RRC proposes to provide a personal property revaluation together with software in the Town of Natick for Fiscal Year 2024. Subsequent to this revaluation, RRC will provide collection and valuation services in Fiscal Years 2025 and 2026. In the performance of this project, RRC will comply in total with all conditions and requirements as set forth in the Request for Proposals. RRC will perform all valuation activities on the RRC Personal Property Appraisal Software, which will be provided to Town of Natick for use on an in-house basis.

COMPANY PROFILE

Real Estate Research Consultants, Inc. (RRC) has been actively engaged in the mass appraisal field for the past thirty-nine years. RRC, a Massachusetts corporation, was founded and incorporated in 1982, and is a privately held company. Since its' founding RRC has been specialized in providing personal property revaluation, updating and maintenance services to numerous municipalities for property tax purposes. The enclosed client list provides the names of all personal property communities that RRC has been involved in.

ASSESSMENT DATE

The effective dates for the purpose of this project shall be January 1, 2023, 2024 and 2025 for the Town of Natick in accordance with the timetables as included herein.

CERTIFICATION ASSURANCES

RRC has complete knowledge and understanding of all Massachusetts Department of Revenue (DOR) certification requirements. This is evidenced in the fact that all municipalities as listed on the enclosed client list have been certified by the DOR. All work performed within the Town of Natick will reflect the requirements of the Department of Revenue.

FY 2024 PROJECT TIMETABLE

	<u>FROM</u>	<u>TO</u>	<u>STAFF ASSIGNMENT</u>
Project Start-Up	09/01/22		Brian Pelletier
Data Collection	10/01/22	07/07/23	Chris Natale Doug Jarabek Steve McKay Tony Cabral
Coding	10/01/22	07/07/23	Chris Natale Doug Jarabek Steve McKay Tony Cabral
Data Entry	10/17/22	08/04/23	Jill Souther
Valuation	02/06/23	08/11/23	Brian Pelletier
Assessors Review	06/12/23	08/11/23	Brian Pelletier
Preliminary Certification Review	08/14/23	08/15/23	Brian Pelletier
Final Certification Review	08/21/23	08/23/23	Brian Pelletier
Project Completion	08/25/23	08/25/23	Brian Pelletier

FY 2025 PROJECT TIMETABLE

	<u>FROM</u>	<u>TO</u>	<u>STAFF ASSIGNMENT</u>
Project Start-Up	03/04/24		Brian Pelletier
Data Collection	03/04/24	08/02/24	Chris Natale Steve McKay Doug Jarabek Tony Cabral
Coding	03/04/24	08/09/24	Chris Natale Steve McKay Doug Jarabek Tony Cabral
Data Entry	03/11/24	08/16/24	Jill Souther
Valuation	03/18/23	08/23/24	Brian Pelletier
Assessors Review	06/10/23	08/23/24	Brian Pelletier
Project Completion	08/30/24	08/30/24	Brian Pelletier

FY 2026 PROJECT TIMETABLE

	<u>FROM</u>	<u>TO</u>	<u>STAFF ASSIGNMENT</u>
Project Start-Up	03/03/25		Brian Pelletier
Data Collection	03/03/25	08/01/25	08/04/23 Chris Natale Steve McKay Doug Jarabek Tony Cabral
Coding	03/03/25	08/08/25	Chris Natale Steve McKay Doug Jarabek Tony Cabral
Data Entry	03/10/25	08/15/25	Jill Souther
Valuation	03/17/25	08/22/25	Brian Pelletier
Assessors Review	06/09/25	08/22/25	Brian Pelletier
Project Completion	08/29/25	08/29/25	Brian Pelletier

PROJECT STAFFING BREAKDOWN

<u>NAMES</u>	<u>TITLE & ROJECT RESPONSIBILITIES</u>	<u>MAN HOURS FOR THIS PROJECT</u>	<u>MAN HOURS ON OTHER PROJECTS</u>
Brian Pelletier	Project Director & DP Interface	40	2,960
Chris Natale	Project Supervisor	100	2,900
Steve McKay	Data Collector	400	2,600
Doug Jarabek	Data Collector	400	2,600
Tony Cabral	Data Collector	400	2,600

PERSONAL PROPERTY VALUATION

It has been the experience of RRC that we have streamlined many Assessing Offices relative to personal property data collection and valuation. In the use of our procedures, we usually uncover significant personal property value that was not previously assessed. In most of our client communities we uncover tax revenues the extent of which not only makes the personal property job cost effective, it usually makes the entire revaluation cost effective.

The Company will discover, list and value all designated personal property accounts in the Community. In this listing process, the Company will do everything possible to ensure that all personal property accounts are recorded and inventoried. In order to accomplish this objective, all accounts will be listed on a street canvas basis. Data collectors physically cover every street in the community and cross-reference this with the existing records of the Community. In this process, the Company will undertake a listing and valuation of each item of personal property, as it currently exists in the Community. All forms of list will also be reviewed as a part of this process in order to extract all pertinent information relative to the personal property tax base for each particular account. As an integral part of this process, the Company will implement new pricing manuals reflecting prices as of the respective January 1 dates.

All personal property that is assessable, relative to each account designated, will be listed at the site on a personal property data sheet. A complete and individual inventory listing will be made of all taxable personal property at each site. In this process, the Contractor's representative will deal with the owner or manager of the business. If initially unsuccessful in gaining access, a callback will be made with record made of the date and time of such visit. At the time of this callback, if the business owner or manager is still unavailable, the Contractor will schedule an appointment to meet with said representative. For each account of taxable personal property, the company will list, and provide the following information:

1. Owner Name
2. DBA (Doing Business As)
3. Location
4. Mailing Address
5. Telephone Number
6. Source of Information
7. Tax Status Code
8. Account Number
9. Input Data
10. Date of Last Change
11. Data Collector
12. Input Operator
13. Neighborhood Code

The system will also store each individual item of personal property. The following list of information will be included for every personal property item in addition to the items above:

14. Type (Furniture or Machinery)
15. Quantity
16. Condition
17. Age
18. Pricing Code
19. Description
20. Replacement Cost
21. Depreciation
22. Depreciated Value
23. Inventory Subtotal
24. Furniture and Fixture Subtotal
25. Machinery and Equipment Subtotal
- B. Total Valuation
- C. Growth Year-The Year the Item is First Valued in the Community
- D. New Growth Value for the Item

When the Company is not allowed access to an account, the Company will notify the Community in writing within three (3) days of the refusal and the Community will attempt to assist the Company in obtaining the necessary information.

VALUATION OF CLASS 504 PUBLIC UTILITIES

The valuation of the Class 504 utilities will be accomplished through the use of the 50/50 methodology which has been supported by the courts. Comprehensive appraisal reports will be generated, determining the replacement cost new less depreciation by trending, through the use of the Handy Whitman Cost Index, all classes and items of personal property by year, with subsequent determination of depreciation for physical, functional and economic influences. The resulting values will be given equal weight with the net book values of each utility company to establish the final values.

RRC PERSONAL PROPERTY APPRAISAL SOFTWARE

In the performance of this project, RRC will perform all valuation activities upon the RRC Personal Property Appraisal Software which will be provided to your community for use on an in-house basis. This cloud-based software was designed and developed by RRC On-site installations of this software have been made in over one hundred Massachusetts communities. Upon the completion of a given tax year, the system creates and stores a 'frozen file' of that year, and continues to do so for all years going forward. Additionally, the software allows for the storage of any and all documents, such as forms of list and photos, to be attached to each individual personal property account

The system uses the information collected in the field and, through the entry of a pricing code, automatically prices the item entered. The depreciation schedule is built into the system and is maintainable by the user as well as all of the prices located in the system's pricing manual. The pricing manual includes over 4,000 separate items of personal property.

The system also allows for the easy updating of the database in an update year. This process is completely computerized. The following information is accessible and printable for every individual personal property account:

1. Owner Name
2. DBA (Doing Business As)
3. Location
4. Mailing Address
5. Telephone Number
6. Source of Information
7. Tax Status Code
8. Account Number
9. Input Data
10. Date of On-Site Inspection
11. Date of Last Change
12. Data Collector
13. Input Operator
14. Neighborhood Code

The system also stores each individual item of personal property. What follows is a list of information that is included for every personal property item in addition to the items above:

15. Type (Furniture or Machinery)
16. Quantity
17. Condition
18. Age
19. Pricing Code
20. Description
21. Replacement Cost
22. Depreciation
23. Depreciated Value
24. The Previous Years Assessment
25. The Growth Year for the Item
26. The Growth Value for the Item

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 available on the software at the conclusion of the project. The documents, reports, records, data and other materials which will be available in the RRC software, are:

A data listing sheet for each account,

Inventory detail sheet for each account,

The pricing schedule and source of information used for its development,

The depreciation schedule and source of information used for its development,

Value review documents which reflect original proposed value, adjusted proposed value, and any notes relative to action taken,

All manual and computerized reports which support values,

Documentation of all procedures used throughout this project.

MINIMUM EVALUATION CRITERIA

In response to the Minimum Requirements section of this proposal, all supporting documentation may be found in the RRC Personal Property Clients sheet as included as a part of this proposal. Personal experience of the individuals discussed, may be found in the resumes that are also specifically included as a part of this proposal.

COMPARATIVE EVALUATION CRITERIA

What follows is evidence that RRC sufficiently meets or exceeds all provisions as set forth in the Comparative Evaluation Criteria section of the Request for Proposals. All support for the revaluation experience as outlined below may be found in the RRC Personal Property Clients sheet as included as a part of this proposal. Personal experience of the individuals discussed may be found in the resumes that also have been specifically included as a part of this proposal.

2.1. Quality and Depth of Work Experience

RRC has successfully completed over one hundred (100) personal property revaluation assignments within the Commonwealth of Massachusetts, all of which were performed on the proposed personal property software. The following communities, each of which contains over 1,000 personal property accounts, are of similar scope to the project at hand:

<u>Community</u>	<u># of Accounts</u>
City of Providence, RI	7,048
City of Chicopee, MA	1,083
City of Woburn, MA	2,043
Town of Barnstable, MA	1,831
City of Cambridge, MA	3,451
City of Quincy, MA	2,500
City of Marlborough, MA	1,412
City of Lawrence	1,300
City of Northampton	1,529
City of Brockton, MA	1,906
Town of Norwood, MA	1,345
City of Gloucester, MA	1,455

2.2. Qualifications of the Proposer

RRC was incorporated in June of 1982 and began providing personal property revaluation services to Massachusetts municipalities at that time. RRC, therefore, has in excess of thirty-nine (39) years of experience relative to the provision of personal property revaluation services. Please refer to the enclosed resumes for the education and experience of the proposed staffing.

2.3. Desirability of approach to the work.

The advantages of the proposal speak for themselves, as the proposed software is cloud-based and is installed by over 100 Massachusetts communities. Additionally, RRC provided personal property services in 144 Massachusetts cities and towns in Fiscal 2022.

2.4. Overall Quality of Client References

Please feel free to contact any of the clients an provided on the enclosed client list.

2.5. Completeness and Quality of Proposal

All informa

RRC 504 Utility Clients FY2022

Abington, MA	Hampden, MA	Northborough, MA	Washington, MA
Acton, MA	Hanover, MA	Northbridge, MA	Wayland, MA
Agawam, MA	Hingham, MA	Norwell, MA	West Springfield, MA
Ashland, MA	Holden, MA	Norwood, MA	Weston, MA
Athol, MA	Holland, MA	Oxford, MA	Westport, MA
Auburn, MA	Holliston, MA	Paxton, MA	Westwood, MA
Ayer, MA	Hudson, MA	Peabody, MA	Williamstown, MA
Barnstable, MA	Kingston, MA	Petersham, MA	Winthrop, MA
Bedford, MA	Lakeville, MA	Phillipston, MA	Woburn, MA
Bellingham, MA	Lancaster, MA	Plainville, MA	Wrentham, MA
Belmont, MA	Lawrence, MA	Princeton, MA	Worcester, MA
Berkley, MA	Lee, MA	Randolph, MA	Yarmouth, MA
Blackstone, MA	Leominster, MA	Reading, MA	
Bolton, MA	Lexington, MA	Rowley, MA	
Boxborough, MA	Littleton, MA	Saugus, MA	
Boxford, MA	Longmeadow, MA	Seekonk, MA	
Boylston, MA	Lowell, MA	Sharon, MA	
Brockton, MA	Lunenburg, MA	Sheffield, MA	
Cambridge, MA	Mansfield, MA	Shrewsbury, MA	
Charlton, MA	Marion, MA	Shutesbury, MA	
Chelmsford, MA	Marlborough, MA	Somerset, MA	
Chelsea, MA	Medford, MA	Somerville, MA	
Chicopee, MA	Melrose, MA	Southborough, MA	
Clinton, MA	Middleborough, MA	Southbridge, MA	
Cohasset, MA	Middleton, MA	Stockbridge, MA	
Concord, MA	Millbury, MA	Stow, MA	
Dartmouth, MA	Millis, MA	Sturbridge, MA	
Dedham, MA	Milton, MA	Sutton, MA	
Dighton, MA	Nantucket, MA	Swansea, MA	
Dracut, MA	Needham, MA	Taunton, MA	
Dudley, MA	New Ashford, MA	Tewksbury, MA	
Duxbury, MA	New Bedford, MA	Tisbury, MA	
Edgartown, MA	New Salem, MA	Topsfield, MA	
Fall River, MA	Newburyport, MA	Uxbridge, MA	
Falmouth, MA	Norfolk, MA	Wakefield, MA	
Foxborough, MA	North Andover, MA	Walpole, MA	
Franklin, MA	North Attleborough, MA	Wareham, MA	
Gardner, MA	North Reading, MA		
Gloucester, MA	Northampton, MA		
Grafton, MA			
Great Barrington, MA			
Groton, MA			

BRIAN J. PELLETIER

PROFESSIONAL EXPERIENCE

PRESIDENT
REAL ESTATE RESEARCH CONSULTANTS, INC.
1985-Present

In the capacity of President, is responsible for the overview and direction of all appraisal, computer software and administrative activities of the Company. Duties also include the preparation of proposals, negotiations and the preparation of contracts.

Appraisal activities include the appraisal of special purpose properties. Included in these are:

- Public Utilities
- Personal Property
- Business Valuation

MASSACHUSETTS DEPARTMENT OF REVENUE, BOSTON, MASS.
1981-1985

ASSISTANT CHIEF -BUREAU OF LOCAL ASSESSMENT- Responsible for the supervision of all professional staff in the bureau. Other duties included the appraisal of various public utility companies for ad valorem tax purposes, leading to the certification of value by the Commissioner of Revenue.

Also was responsible for the certification review on public utility and non-utility personal property for all cities and towns in the Commonwealth. This included a review of the appraisal methodology employed as well as the proposed values. This capacity also required providing technical assistance, advice and recommendations to communities.

EDUCATION

MERRIMACK COLLEGE, NORTH ANDOVER, MA
Bachelor of Science in Business Administration, with a specialization in Finance

SUFFOLK UNIVERSITY, BOSTON, MA
Completed courses toward a Masters in Business Administration

APPRAISAL EDUCATION

INTERNATIONAL ASSOCIATION OF ASSESSING OFFICERS
The Income Approach to Value
Cost and Market Approaches to Value
Valuation of Machinery and Equipment
The Mass Appraisal of Income Producing Properties

LINCOLN INSTITUTE OF LAND POLICY
Appraisal of Pipeline Properties
Computer Assisted Valuation of Public Utilities
Resolving Valuation Conflicts in Railroad and Utility
Taxation

NATIONAL TAX ASSOCIATION-TAX INSTITUTE OF AMERICA
Appraisal of Utilities and Railroad Property for Ad Valorem Taxation

PROFESSIONAL ACTIVITIES

Senior Member-American Society of Appraisers
Member-International Association of Assessing Officers
Northeast Regional Coordinator-National Conference on Unit Valuation Standards
Instructed courses and lectured on utility and personal property valuation for:
University of Massachusetts
Massachusetts Department of Revenue
Various County Assessing Programs

CHRISTOPHER NATALE

PROFESSIONAL EXPERIENCE

TRESURER

REAL ESTATE RESEARCH CONSULTANTS, INC.

1988-Present

Presently is responsible for the direction and oversight supervision and maintenance of all personal property (tangible) projects conducted by the Company. Responsibilities include personal property appraisal system interface, client support, the quality of work provided and the timely completion of projects. The communities where these services have been completed, include, but are not limited to, the following:

Town of Portland, Connecticut	Town of Bozrah, Connecticut
Town of Ayer, Massachusetts	Town of Paxton, Massachusetts
Town of Middleborough, Massachusetts	Town of Stoneham, Massachusetts
Town of Sudbury, Massachusetts	Town of Athol, Massachusetts
Town of Framingham, Massachusetts	City of Gloucester, Massachusetts
Town of Grafton, Massachusetts	Town of Holden, Massachusetts
Town of Holliston, Massachusetts	Town of Lynnfield, Massachusetts
Town of Melrose, Massachusetts	Town of Northborough, Massachusetts
Town of Tewksbury, Massachusetts	Town of Bellingham, Massachusetts
City of Cambridge, Massachusetts	Town of Dedham, Massachusetts
Town of Duxbury, Massachusetts	City of Everett, Massachusetts
Town of Middleton, Massachusetts	Town of Saugus, Massachusetts
Town of West Boylston, Massachusetts	Town of Westford, Massachusetts
Town of Westminster, Massachusetts	Town of Wilmington, Massachusetts
Town of Uxbridge, Massachusetts	Town of Hopedale, Massachusetts
City of Marlborough, Massachusetts	Town of Winthrop, Massachusetts
Town of North Attleborough, Massachusetts	Town of Ashland, Massachusetts
Town of Burlington, Massachusetts	Town of Leominster, Massachusetts
Town of Rockport, Massachusetts	Town of Southborough, Massachusetts
Town of Westwood, Massachusetts	Town of Yarmouth, Massachusetts
Town of Lincoln, Rhode Island	Town of North Kingstown, Rhode Island
City of Attleboro, Massachusetts	Town of Marion, Massachusetts
Town of Burrillville, Rhode Island	City of South Portland, Maine
Town of Concord, Massachusetts	City of Portland, Connecticut
Town of Waltham, Massachusetts	Town of Barnstable, Massachusetts
Town of Easthampton, Massachusetts	City of Everett, Massachusetts
Town of Northampton, Massachusetts	City of Cranston, Rhode Island

EDUCATION

Plymouth State College - Plymouth, New Hampshire
Bachelor of Science in Business Administration

PROFESSIONAL ACTIVITIES

Member of the International Association of Assessing Officers
Member of the Massachusetts Association of Assessing Officers
Member of the Connecticut Association of Assessing Officers
Certified Personal Property Appraiser - State of Connecticut

DOUGLAS JARABEK

PROFESSIONAL EXPERIENCE

REAL ESTATE RESEARCH CONSULTANTS, INC. September 1993 - Present

Director of Projects - Personal Property - Responsible for all projects relative to staffing, scheduling and oversight of all Project Supervisors and Data Collectors.

Project Supervisor Personal Property - Has served as a project supervisor on the following projects where he has been responsible for data collection, valuation and client interface:

City of Providence, Rhode Island
City of Cranston, Rhode Island
City of Woonsocket, Rhode Island
Town of Mashpee, Massachusetts
Town of Yarmouth, Massachusetts
Town of Lincoln, Rhode Island
Town of North Kingstown, Rhode Island
City of Attleboro, Massachusetts
Town of Wareham, Massachusetts
Town of Holbrook, Massachusetts
Town of Duxbury, Massachusetts
Town of Framingham, Massachusetts
Town of Barnstable, Massachusetts
Town of Smithfield, Rhode Island
Town of Johnston, Rhode Island
Town of South Kingstown, Rhode Island
Town of Middletown, Rhode Island
City of Newport, Rhode Island
Town of Edgartown, Massachusetts
Town of Millis, Massachusetts
City of Brockton, Massachusetts
Town of Falmouth, Massachusetts
Town of Dartmouth, Massachusetts
Town of Marion, Massachusetts
Town of West Bridgewater, Massachusetts

PROFESSIONAL ACTIVITIES

Member of the International Association of Assessing Officers
Member of the Massachusetts Association of Assessing Officers
Member of the Connecticut Association of Assessing Officers
Certified Personal Property Appraiser - State of Connecticut

Steven McKay

PROFESSIONAL EXPERIENCE

REAL ESTATE RESEARCH CONSULTANTS, INC.

January 2002 - Present

Personal Property Data Collector - Duties include the data collection, coding, data entry and edit functions relative to personal property valuation. Communities in which he has worked include the following:

City of Providence, Rhode Island
City of Cranston, Rhode Island
Town of Dartmouth, Massachusetts
Burrillville, Rhode Island
Town of Duxbury, Massachusetts
Town of Hingham, Massachusetts
Town of Barnstable, Massachusetts
Town of Yarmouth, Massachusetts
Town of Falmouth, Massachusetts
Town of Bourne, Massachusetts
Town of North Attleborough, Massachusetts
City of Brockton, Massachusetts
Town of Abington, Massachusetts
City of Cranston, Rhode Island
Town of Johnston, Rhode Island

Tony Cabral

PROFESSIONAL EXPERIENCE

REAL ESTATE RESEARCH CONSULTANTS, INC.

January 2011 - Present

Personal Property Data Collector - Duties include the data collection, coding, data entry and edit functions relative to personal property valuation. Communities in which he has worked include the following:

City of Providence, Rhode Island
Town of Duxbury, Massachusetts
Town of Hingham, Massachusetts
Town of Barnstable, Massachusetts
Town of Yarmouth, Massachusetts
Town of Falmouth, Massachusetts
Town of North Attleborough, Massachusetts
City of Brockton, Massachusetts
Town of Abington, Massachusetts
City of Cranston, Rhode Island
Town of Johnston, Rhode Island
Town of North Kingstown, Rhode Island
Town of Smithfield, RI

**REAL ESTATE RESEARCH
CONSULTANTS, INC.**

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

MAY 31, 2021

Grandmaison & Tripoli, LLP

CERTIFIED PUBLIC ACCOUNTANTS
and BUSINESS ADVISORS

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Management
Real Estate Research Consultants, Inc.
North Andover, MA

We have reviewed the accompanying financial statements of Real Estate Research Consultants, Inc. (a corporation), which comprise the balance sheet as of May 31, 2021 and the related statement of income and retained earnings and cash flows for the year then ended and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Real Estate Research Consultants, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

CHESTNUT GREEN
7 FEDERAL STREET, SUITE 21
DANVERS, MASSACHUSETTS 01923
(978) 777-6122 • FAX (978) 750-4066
WWW.GRANDTRIP.COM

Supplementary Information

The accompanying schedule of operating expenses is presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

Grandmaison & Tripoli, LLP

Danvers, MA

September 8, 2021

Real Estate Research Consultants, Inc.
Balance Sheet
As of May 31, 2021

Assets

Current Assets

Cash	\$	79,732
Accounts Receivable		560,138
		<hr/>
Total Current Assets		639,870

Property and Equipment

Office Equipment		140,046
		<hr/>
		140,046
Less Accumulated Depreciation		(140,046)
		<hr/>
Net Property and Equipment		-

Other Assets

Security Deposit		825
		<hr/>
Total Other Assets		825
		<hr/>

Total Assets	\$	640,695
		<hr/> <hr/>

See accompanying notes.

Real Estate Research Consultants, Inc.
Balance Sheet
As of May 31, 2021

Liabilities

Current Liabilities

Accounts Payable	\$ 144
Loan Payable - Officers	\$ 100,000
Note Payable - PPP	250,870
Accrued Payroll	32,942
Accrued Payroll Taxes	2,892
Accrued Expenses	110
Accrued Federal Taxes	463
Accrued State Taxes	3,222
	<hr/>
Total Current Liabilities	390,643

Long-Term Liabilities

Total Long -Term Liabilities	<hr/> -
	<hr/>
Total Liabilities	390,643
	<hr/>

Stockholders' Equity

Capital Stock, No Par, 15,000 Shares authorized, 15,000 shares issued and outstanding	2,600
Retained Earnings	247,452
	<hr/>
Total Stockholders' Equity	250,052
	<hr/>
Total Liabilities and Stockholders' Equity	\$ 640,695
	<hr/> <hr/>

See accompanying notes.

Real Estate Research Consultants, Inc.
Statement of Income and Retained Earnings
For the Year Ended May 31, 2021

Sales Revenue	\$ 2,770,729
Operating Expenses	2,747,004
	<hr/>
Income (Loss) from Operations	23,725
Other Income (Expense)	
	<hr/>
Total Other Income (Expense)	-
	<hr/>
Income (Loss) Before Taxes	23,725
	<hr/>
Income Taxes	
Federal Income Taxes	6,151
State Income Taxes	5,276
	<hr/>
Total Income Taxes	11,427
	<hr/>
Net Income (Loss)	12,298
Retained Earnings, Beginning	235,154
	<hr/>
Retained Earnings, Ending	\$ 247,452
	<hr/> <hr/>

See accompanying notes.

Real Estate Research Consultants, Inc.
Statement of Cash Flows
For the Year Ended May 31, 2021

Cash Flows from Operating Activities

Net Income	\$ 12,298
Adjustments to reconcile net income (loss) to net cash provided by (used by) operating activities:	
(Increase) decrease in accounts receivable	(180,912)
Increase (decrease) in accounts payable	144
Increase (decrease) in income taxes payable	(7,038)
Increase (decrease) in other liabilities	3,756
	<hr/>
Total Adjustments	(184,050)
	<hr/>
Net cash provided by (used in) operating activities	(171,752)

Cash Flows from Investing Activities

Net cash provided by (used in) investing activities	<hr/> - <hr/>
-----------------------------------------------------	---------------

Cash Flows from Financing Activities

Net cash provided by (used in) financing activities	<hr/> - <hr/>
Net increase (decrease) in cash and cash equivalents	(171,752)
Cash at Beginning of Period	251,484
	<hr/>
Cash at End of Period	\$ 79,732
	<hr/> <hr/>

See accompanying notes.

Real Estate Research Consultants, Inc.
Schedule of Operating Expenses
For the Year Ended May 31, 2021

Operating Expenses

Payroll	\$ 2,039,860
Pension	45,493
Health & Life Insurance	136,092
Payroll Taxes	112,647
Rent	20,400
Utilities	2,990
Telephone	9,529
Mileage	86,298
Travel Expense	21,599
Entertainment 50%	24,148
Insurance - General	19,668
Advertising	26,432
Dues & Subscriptions	2,857
Equipment Rental	7,092
Computer Expense	82,719
Auto Expense	42,652
Bonding	1,500
Legal & Accounting	18,924
Professional Organizations	1,330
Office Supplies & Expense	35,900
Postage	3,630
Bank Charges	289
Taxes - Local	1,186
Bad Debt	1,500
Fines & Penalties	59
Interest Expense	2,210

Total Operating Expenses

\$ 2,747,004

See accompanying notes.

REAL ESTATE RESEARCH CONSULTANTS, INC.

Notes to Financial Statements

May 31, 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A summary of the Company's significant accounting policies applied in the preparation of the accompanying financial statements follows:

Organization and Purpose

Real Estate Research Consultants, Inc., a Massachusetts corporation, is engaged in appraisals of municipal real estate and personal property primarily within Massachusetts. Occasionally, the Company performs services for municipalities located in other New England states.

Basis of Accounting

Assets and liabilities are recorded and revenues and expenses are recognized on the accrual basis of accounting.

Property and Equipment

Property and equipment additions are recorded at cost. Maintenance, repairs and renewals are expensed, and additions and improvements are capitalized. Depreciation is computed using accelerated methods over useful lives ranging from 5 to 7 years for office equipment.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principals requires management to make estimates and assumptions that effect certain reported amounts and disclosures. Accordingly, actual results could differ from these estimates.

REAL ESTATE RESEARCH CONSULTANTS, INC.
Notes to Financial Statements (Cont'd)
May 31, 2021

NOTE 2 - RENTALS UNDER OPERATING LEASES

The Company has entered into certain lease agreements in its normal course of business expiring in various years through 2025. The following is a schedule of future minimum rental payments required under operating leases that have initial or remaining non cancelable lease terms in excess of one year for the one year ending after May 31, 2021.

<u>Year ending May 31,</u>	<u>Amount</u>
2021	38,928
2022	32,549
2023	16,979
2024	11,937
2025	<u>2,984</u>
	<u>\$ 103,377</u>

NOTE 3 - CONCENTRATION OF CREDIT RISK

The Company maintains its cash balance in one financial institution. The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000. At May 31, 2021, the Company's uninsured cash balance totals \$0.

NOTE 4 - RETIREMENT PLAN

The Company has a SIMPLE IRA plan covering substantially all of its employees. The benefits are based on a maximum of 3% of participating employee's salary, limited to employee contributions. To be eligible for the retirement plan, an employee needs to earn \$5,000 during any six-month period and be employed for at least six months. The Company contribution to the retirement for the fiscal year ending May 31, 2021 was \$45,493.

REAL ESTATE RESEARCH CONSULTANTS, INC.

Notes to Financial Statements (Cont'd)

May 31, 2021

NOTE 5 – FORGIVABLE LOANS – PAYCHECK PROTECTION PROGRAM (PPP)

The Company's policy is to account for forgivable loans received through the Small Business Administration under the CARES Act Payroll Protection Program as debt in accordance with Accounting Standards Codification (ASC) 470, Debt and other related accounting pronouncements. The Company received a PPP Loan of \$250,870 on April 22, 2020. The forgiveness of debt, in whole or in part, is recognized once the debt is extinguished which occurs when the Company is legally released from the liability of the SBA. Any portion of the debt forgiven is recorded as a gain on the extinguishment of debt, and presented in the other income section of the Income Statement. The Company's loan was forgiven on June 2, 2021.

NOTE 6 – SUBSEQUENT EVENTS

Subsequent Events were evaluated through September 8, 2021 which is the date the financial statements were available to be issued. On March 11, 2020, the World Health Organization categorized the Coronavirus (Covid-19) as a pandemic and the President of the United States of America has declared a national emergency relating to the disease. The pandemic has adversely affected global economic activity and greatly contributed significant deterioration and volatility in financial markets across the world. Measures taken to contain the spread of the virus, including travel bans, quarantines, social distancing and closures of non-essential services have triggered significant disruptions to businesses worldwide, resulting in an economic slowdown. The duration and impact of the Covid-19 pandemic, as well as the effectiveness of government and central bank responses, remains unclear at this time. It is not possible to reliably estimate the duration and severity of these consequences, as well as their impact on the financial position and results of the Company for future periods.

**Town of Natick
Natick, Massachusetts**

REQUEST FOR PROPOSALS

FOR

FY2024 PERSONAL PROPERTY REVALUATION SERVICES AND SOFTWARE AND FY2025 AND FY2026 COLLECTION AND VALUATION SERVICES

PROPOSALS DUE:

April 13, 2022, 9:00 A.M. LOCAL TIME

Late Proposals Will Be Rejected

DELIVER COMPLETED PROPOSALS TO:

Town of Natick
c/o Procurement Officer
Natick Public Works
75 West Street
Natick, MA 01760
Phone: 508-647-6438

NOTICE TO PROPOSERS

Pursuant to Chapter 30B, Section 6 of the Massachusetts General Laws (M.G.L. c. 30B, §6), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (“the Town”), acting through the Natick Select Board, invites the submission of sealed proposals for FY2024 personal property revaluation services and FY2025 and FY2026 collection and valuation services. Any contract awarded hereunder shall be for an initial one (1)-year term and shall be subject to up to two (2) one (1)-year options for renewal. The Request for Proposals (“RFP”) may be obtained from the electronically from the Procurement Office, Natick Public Works, 75 West Street, Natick, MA 01760, at bleblanc@natickma.org, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on March 14, 2022. Please email requests only during the above times. Five (5) copies of each sealed Proposal, contained in separately sealed envelopes marked, respectively, “RFP: Personal Property Revaluation Services and Software – Price Proposal” and “RFP: Personal Property Revaluation Services and Software – Non-Price Proposal” will be received until **9:00 A.M. local time, April 13, 2022**, at the Procurement Office, Natick Public Works, 75 West Street, Natick, MA 01760. Proposers shall also include an electronic copy of their non-price proposal in the non-price proposal envelope. All Proposals shall comply with the RFP issued by the Town of Natick, including, without limitation, Section 1, Instructions to Proposers, and Proposal Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Proposals in the best interest of the Town. Any Proposal submitted will be binding for sixty (60) days subsequent to the deadline date for receipt of sealed Proposals. Award of a contract shall be subject to appropriation and shall be subject to vote by the Natick Select Board.

I. INTRODUCTION

Pursuant to Chapter 30B, Section 6 of the Massachusetts General Laws (M.G.L. c. 30B, §6), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (“the Town”), acting through the Natick Select Board, invites the submission of sealed proposals for FY2024 personal property revaluation services and FY2025 and FY2026 collection and valuation services. Any contract awarded hereunder shall be for an initial one (1)-year term and shall be subject to up to two (2) one (1)-year options for renewal. For a full description of such services, please refer to Section III (A) of the Request for Proposals (“RFP”).

The Request for Proposals (“RFP”) may be obtained from the electronically from the Procurement Office, Natick Public Works, 75 West Street, Natick, MA 01760, at bleblanc@natickma.org, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on March 14, 2022.

No Pre-Proposal Conference will be held.

Questions regarding this RFP shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon) local time, Friday) by email to bleblanc@natickma.org on March 31, 2022. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Proposers.

Five (5) copies of each sealed Proposal, as described above, contained in separately sealed envelopes marked, respectively, “RFP: Personal Property Revaluation Services and Software – Price Proposal” and “RFP: Personal Property Revaluation Services and Software – Non-Price Proposal” will be received until **9:00 A.M. local time, April 13, 2022**, at this address:

Procurement Office
Natick Public Works
75 West Street
Natick, MA 01760.

Proposers shall also include an electronic copy of their non-price proposal in the non-price proposal envelope.

Each Proposer’s name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Procurement Office shall be considered official. No Proposals received after the date and time specified in the previous paragraph shall be accepted. No faxed Proposals shall be accepted. Conditional Proposals will not be accepted.

Please refrain from using staples and binders, if this is at all possible.

Each Proposal shall be submitted in accordance with the Submission Requirements in order to be considered for award. Any Proposal submitted shall be binding for sixty (60) days subsequent to the time of the opening of Proposals.

The Town **will not** reimburse Proposers for any costs incurred in preparing Proposals in response to this RFP.

Submission of a Proposal shall be conclusive evidence that the Proposer has examined this RFP and is familiar with terms of this RFP and all provisions of the contract included with this RFP. Upon finding any omissions or discrepancy in this RFP, each Proposer shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Proposer to investigate completely the RFP and/or to be thoroughly familiar with this RFP shall in no way relieve any such Proposer from any obligation with respect to the Proposal.

By submission of a Proposal, the Proposer agrees that if its Proposal is accepted, then it shall enter into a Contract with the Town which incorporates all of the requirements of this RFP. By submission of a Proposal, the Proposer further indicates acceptance of all terms and conditions of this RFP.

Changes, modifications or withdrawal of Proposals shall be submitted in writing to the Town prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, “CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED PROPOSAL FOR PERSONAL PROPERTY REVALUATION SERVICES AND SOFTWARE – PRICE PROPOSAL” or “CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED PROPOSAL FOR PERSONAL PROPERTY REVALUATION SERVICES AND SOFTWARE - NON-PRICE PROPOSAL.” No corrections, modifications, or withdrawal of Proposals shall be permitted after the deadline for receipt of Proposals.

For further information, please refer to the succeeding sections, with which each Proposer shall comply in submitting a Proposal.

II. PRE-PROPOSAL CONFERENCE/QUESTIONS

No Pre-Proposal Conference will be held.

Questions regarding this RFP shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon) local time, Friday) by email to bleblanc@natickma.org on March 31, 2022. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Proposers.

III. BACKGROUND

A. Description of Work

Pursuant to Chapter 30B, Section 6 of the Massachusetts General Laws (M.G.L. c. 30B, §6), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (“the Town”), acting through the Natick Select Board, invites the submission of sealed proposals for FY2024 personal property revaluation services and FY2025 and FY2026 collection and valuation services. Any contract awarded hereunder shall be for an initial one (1)-year term and shall be subject to up to two (2) one (1)-year options for renewal.

Profile and other pertinent data regarding the Town of Natick, Massachusetts.

- 1.1** The Town of Natick contains approximately 1,623 personal property accounts as of January 1, 2022.
- 1.2** One thousand accounts (1,000) shall be listed and collected in accordance with the provisions of this Request for Proposals. Listing and collection of any additional accounts will be the responsibility of the Board of Assessors.
- 1.3** The Board of Assessors currently use Patriot Properties AssessPro 4.5 personal property software. Interested contractors must propose an updated software system. Priority will be given to personal property software that:
 1. Meets requirements of Massachusetts Department of Revenue recertification standards and reporting
 2. Is preferably cloud based.
 3. Allows storage of records for multiple tax years
 4. Has the ability to store documents, tax year specific, including Massachusetts State Tax Form 2-Form of List
- 1.4** Interested Contractors must utilize this appraisal software at an off-site location for the generation of values without the need to utilize an on-site computer.

2.0 Services to be Performed

- 2.1** The Successful Proposer shall provide a complete revaluation of the selected parcels of personal property in the Town for Fiscal 2024, for the certification of the Department of Revenue. Additionally, the Successful Proposer shall collect and shall value new and certain existing personal property in Fiscal Years 2025 and 2026.
- 2.2** The Successful Proposer shall conform to the usage classifications of all personal property so described, in accordance with Massachusetts General Laws, Chapter 59. All revaluation work shall meet certification requirements of the Commissioner of Revenue, current as of the date of review of the property, with final payment to the Contractor contingent upon approval by the

Department of Revenue of valuations assigned pursuant to the work under any Contract awarded pursuant to this RFP.

- 2.3** Any system changes required and updated pricing tables shall be the responsibility of the Successful Proposer. The Successful Proposer shall provide all necessary computer and appraisal consulting services to facilitate any system changes.

3.0 Responsibilities of the Town

- 3.1** The Board of Assessors will receive a weekly status report from the Contractor. The Board of Assessors will review and will evaluate the progress of the project.
- 3.2** The Town will provide to the contractor adequate office space and furnishings, as available, including desk, chairs, and a file cabinet for the duration of the project.

4.0 Responsibilities of the Contractor

- 4.1** The Successful Proposer shall identify owners of personal property located in the Town as of January 1, 2023, January 1, 2024 and January 1, 2025.
- 4.2** All accounts shall be identified as either assessable or non-assessable in accordance with the General Laws of the Commonwealth of Massachusetts.
- 4.3** For all personal property accounts that are new, as well as those chosen to be collected, a complete and individual inventory listing shall be made of all taxable personal property at each site. This listing shall contain sufficient detail so that an independent off-site value determination may be made. For each account of taxable personal property, the Successful Proposer shall list and shall 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 Successful Proposer'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

- 4.4 The Successful Proposer 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.
- 4.5 All listings shall 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.
- 4.6 The Successful Proposal shall be responsible for all data entry on the 1,000 parcels and report generation for all parcels.
- 4.7 The Successful Proposer shall be responsible for training Assessor staff on provided software including data entry, table manipulation and reporting.
- 4.8 Class 504 public utilities
The valuation of the Class 504 utilities shall be accomplished through the use of the 50/50 methodology which has been supported by the courts. Comprehensive appraisal reports need to be generated, determining the replacement cost new less depreciation by trending, through the use of the Handy Whitman Cost Index, all classes and items of personal property by year, with subsequent determination of depreciation for physical, functional and economic influences. The resulting value shall be given equal weight with the net book value of the utility company to establish the final value.

5.0 Public Information Program

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

- 5.2** All public information activities shall emphasize the responsibilities of the various participants, the appraisal methodology employed, and the overall goals of the project.

6.0 Defense of Values

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

7.0 Project Timetable

- 7.1** The Successful Proposer shall 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:

<u>Task</u>	<u>Expected Start Date</u>
Project Start-Up	9/1/2022
Data Collection	10/1/2022
Data Entry	11/1/2022
Valuation	
Assessors Review	8/1/2023
Preliminary Certification Review	8/15/2023
Final Certification Review	9/1/2023
Project Completion	10/1/2023

8.0 Project Staffing

- 8.1** The Successful Proposer shall set forth the project staffing to be utilized on this project. At a minimum, the Successful Proposer shall address the following levels:

Project Director
Coding Personnel

Personal Property Listers
Data Processing Interface

- 8.2** The identity of each of employee of the Successful Proposer, the project duties of each employee, the number of work days that each employee will spend on this project and on other projects in which the Successful Proposer will be concurrently involved shall be broken down into the following categories:

Name
Title
Project Responsibilities
Man Hours This Project
Man Hours Other Projects

- 8.3** The qualifications of each employee set forth above will be provided to the Town by submitting full resumes, which must include prior work experience, dates, positions, and responsibilities for each employer, education and professional affiliations.
- 8.4** Since the project staffing is such an integral part of this project, the Successful Proposer shall contractually commit all individuals as submitted in their proposal, to this project. Any deviation from the proposed individuals and man hours shall constitute a breach of agreement to any contractual agreement which may result from this Request for Proposals.
- 8.5** Should it become impossible for a contractually committed individual to complete the foregoing duties, for a reason such as termination of employment, any change in the Successful Proposer's staffing as outlined in the proposal will be subject to the approval of the Town. The Town 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.

B. Successful Proposer's Personnel

The Successful Proposer shall be responsible for any training of his/her/its personnel. The Successful Proposer's personnel shall be adequately trained by the Successful Proposer, shall be experienced in the provision of services specified in this RFP, and shall be of good moral character. All of the Successful Proposer's employees assigned to the work under any contract with the Town shall pass Criminal Background Screening.

The Successful Proposer shall provide the Town with the following information:

1. Name, business address, telephone, and cell phone numbers of the person(s) in charge of the work under any contract with the Town.
2. Name, address, and telephone number of all employees assigned to the work under any contract with the Town. The Successful Proposer will update this list whenever there is a change in personnel.

IV. PROPOSAL SUBMISSION REQUIREMENTS

I. PRICE PROPOSAL

To be considered responsible and responsive and eligible to submit a Proposal for consideration of having the most advantageous Proposal, Proposers shall submit their price Proposals on the form entitled "Price Proposal Form" that is enclosed herewith as Attachment A. The **Price Proposal Form** shall include a price that includes the furnishing of all payments, insurance, and other costs incurred in the performance under the Contract, and signed by an individual authorized to bind the Proposer contractually.

The total price shall be a fixed sum for all work performed (not an hourly rate) and shall be all inclusive including travel, printing, telephone and any other outside expense.

II. NON-PRICE PROPOSAL

To be considered responsible and responsive and eligible to submit a Proposal for consideration of having the most advantageous Proposal, Proposers shall submit non-price Proposals that comply with the following requirements:

A. Letter of Transmittal

Proposers shall submit cover letters with their Proposals. Each cover letter shall be signed by the Proposer, stating that the Proposal is effective for at least sixty (60) calendar days from the deadline date for receipt of sealed Proposals, or from the date upon which this RFP is cancelled, whichever occurs first.

B. Table of Contents

Proposals shall include a table of contents, properly indicating the section and page numbers of the information included.

C. A Fully-Executed Scope of Services

Each Proposer shall submit a written narrative which explains in detail the scope of services to be provided by that Proposer.

D. Other Documents.

Each Proposer shall submit the following:

- 1) A fully executed Certificate of Non-Collusion (Attachment B).
- 2) A fully executed Certificate of Tax Compliance (M.G.L., c.62C, §49A) (Attachment C).
- 3) A fully executed Conflict of Interest Certification (M.G.L. c.268A) (Attachment D).
- 4) A fully executed Certificate of Corporate Proposer (Attachment E).
- 5) A fully executed Certificate of Compliance with M.G.L. c. 151B (Attachment F).
- 6) A fully executed Certificate of Non-Debarment (Attachment G).
- 7) A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met, shall be submitted with the proposal documents.
- 8) The identity of the individual, partnership or corporation applying for contract award and credentials of the personnel who would actually perform the work, as well as their managers, and the nature of the supervision. State the responsibilities of each of the work personnel. If the proposer intends to sub-contract or any work required in the scope of services, the sub-contractor shall be identified. Sample work products are required for all personnel. This item is a major determinant in assessing the proposer's qualifications and shall be incorporated as a condition in the contract to be awarded.
- 9) An applicant qualifications statement, including professional qualifications and work experience attesting to capacity to perform the required work program. Include résumé(s), detailing academic and professional work experience attesting to capacity to perform the required work program. Résumés are required for all work personnel.
- 10) A detailed explanation of the proposer's approach to the work: methodology, demonstrated understanding of the scope of work, and the proposer's expectations of assistance and services from the Town. A technical work plan and timeline for accomplishing the tasks described in the scope of services shall be provided.
- 11) A client reference list, with names, addresses, telephone numbers, and e-mail addresses (if available) for clients for whom the proposer has performed similar services within the past five (5) years.

- 12) Any other information deemed relevant to the work, and which the proposer believes will further the competitiveness of the proposal.
- 13) A statement of any legal proceedings pending or concluded within the past five (5) years relating to the performance of services by the Proposer.

V. SELECTION CRITERIA

1. Minimum Evaluation Criteria

In order to be considered a responsive and responsible Proposer, a Proposal shall comply with the Proposal Submission Requirements set forth in Section IV above.

2. Comparative Evaluation Criteria

All responsive proposals will be judged against the **Comparative Evaluation Criteria** detailed below. The Town will rank each proposal as:

- a. Highly Advantageous – the proposal exceeds the standards of the specific criterion;
- b. Advantageous – the proposal fully satisfies the standards of the specific criterion;
- c. Not Advantageous – the proposal does not fully satisfy the standards of the specific criterion, or is incomplete and/or unclear.

2.1. Quality and Depth of Work Experience

Highly Advantageous – The proposal demonstrates experience with Five (5) or more similar projects.

Advantageous – The proposal demonstrates experience with five (5) to nine (9) similar projects.

Not Advantageous – The proposal demonstrates experience with four (4) or fewer similar projects.

2.2. Qualifications of the Proposer

Highly Advantageous – The proposer's résumé(s) demonstrate(s) that proposer has superior training, educational background and work experience appropriate to the work described herein and all key work personnel demonstrate (s) professional experience well beyond the minimum requirements.

Advantageous – The proposer's résumé(s) do/does not meet the above category for highly advantageous, but demonstrate(s) that proposer has adequate training, educational background and work experience appropriate to the work described herein and all key

work personnel demonstrate(s) professional experience that meets or exceeds the minimum requirements.

Not Advantageous – The proposer’s résumé(s) do/does not demonstrate that proposer has adequate training, educational background and work experience appropriate to the work described herein.

2.3. Desirability of approach to the work, demonstrated understanding of the community’s needs, and proposer’s ability to undertake and complete this work.

Highly Advantageous – The proposal demonstrates a superior approach to the subject material and a superior understanding of the issues addressed by the work.

Advantageous – The proposal does not meet the above category for highly advantageous, but demonstrates an acceptable approach to the subject material and an acceptable understanding of the issues addressed by the work.

Not Advantageous – The proposal does not demonstrate an acceptable approach to the subject material and an acceptable understanding of the issues addressed by the work, and/or the proposal fails to indicate a time schedule that meets the work requirements.

2.4. Overall Quality of Client References

Highly Advantageous – All references contacted spoke favorably of the work performed by the proposer and would use them again for similar work without hesitation.

Advantageous – Not used.

Not Advantageous – One (1) or more references stated that there had been difficulty with the proposer’s ability to deliver the contracted services and deliverables.

2.5. Completeness and Quality of Proposal

Highly Advantageous – The proposal is complete, concise, informative, and highly detailed. Proposal reflects that proposer is able to perform in a superior manner acceptable to the Town.

Advantageous – The proposal does not meet the above criteria for highly advantageous, but the proposal is complete, informative, and meets criteria for responsiveness.

Not Advantageous – The proposal is not complete, informative, and responsive.

A proposal that fails to meet any of the minimum submission requirements shall be deemed **Unacceptable (U)** in all of the above categories.

VI. PROPOSAL SUBMISSION

Five (5) copies of each sealed Proposal, in separate envelopes, as described above, shall be submitted by **9:00 A.M. LOCAL TIME, April 13, 2022**, to this address:

Town of Natick
c/o Procurement Officer
Natick Public Works
75 West Street
Natick, MA 01760.

Proposers shall also include an electronic copy of their non-price proposal in the non-price proposal envelope. After this time they will be opened in confidence. **Proposals received after the date and time specified in this Section VI for receipt of Proposals will not be accepted.**

VII. INTERVIEWS

After review of the technical proposals, the Screening Committee may, **at its discretion**, schedule interviews with any or all of the proposers for the purpose of further evaluation of the proposer's qualifications and ability to provide the required service. Interviewees will be ranked on their presentation.

VIII. FINAL SELECTION AND AWARD

The Screening Committee will review the non-price proposals. The Screening Committee will determine which non-price proposals meet the minimum evaluation criteria set forth in Section IV above. The Screening Committee will rank such non-price proposals in accordance with the comparative evaluation criteria set forth in the Section V above. The Screening Committee will then open and review the envelopes labeled "Price Proposals" and rank them.

Based upon the Screening Committee's analysis of both the Price-Proposal and the Non-Price Proposal, the Screening Committee will make a recommendation to the Procurement Officer, to the Natick Town Administrator, and to the Natick Select Board concerning which Proposal, if any, the Town should accept. The Natick Select Board will then decide whether a Contract will be awarded. Any Contract will be awarded, if at all, pursuant to all applicable provisions of the Massachusetts General Laws, to a responsive and responsible Proposer who has submitted the most advantageous Proposal, taking into consideration price and all other evaluation criteria set forth in the RFP.

IX. COMPLIANCE WITH LAWS

The Successful Proposer shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Lease and any extension or renewal thereof. Without limitation, the Successful Proposer shall comply with the applicable provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws (M.G.L.), as amended, and with all applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. Any Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be

included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.

X. INSURANCE

The Successful Proposer shall keep in force throughout the term of the Contract and any extension or renewal thereof the amount of insurance described in the Contract which is a part of this RFP and is incorporated herein by reference. Without limitation of other requirements of this RFP, no Contract shall be entered into by the parties unless the successful Proposer complies with all applicable insurance requirements, including, without limitation, the requirement to submit endorsements or riders which include the required language concerning notice of cancellation or amendment of any and all insurance policies required under the Contract, and which include the required language mandating that the Town of Natick shall be named as an additional insured on the required policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form.

XI. INDEMNIFICATION

The Successful Proposer shall assume the indemnification responsibilities described in the Contract which is a part of this RFP and is incorporated herein by reference.

XII. PERFORMANCE BOND REQUIREMENTS

DELETED – NOT APPLICABLE

XIII. LABOR AND MATERIALS PAYMENT BOND REQUIREMENTS

DELETED – NOT APPLICABLE

XIV. INDEPENDENT CONTRACTOR STATUS

The Successful Proposer shall provide services as an independent contractor with the Town of Natick and the Successful Proposer and his/her/its employees shall not be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension or deferred compensation.

XV. CRIMINAL BACKGROUND SCREENING

For each employee of the Successful Proposer who is performing services under any Contract awarded by the Town of Natick, the Successful Proposer shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Successful Proposer's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Proposer to provide such information to the Town, the Successful Proposer shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

XVI. USE OF ALCOHOL AND CONTROLLED SUBSTANCES PROHIBITED

The use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Successful Proposer is prohibited on Town of Natick property which is the subject matter of this RFP and during all hours of work under any contract with the Town. If any officer, employee, agent, or representative of the Successful Proposer violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Successful Proposer shall not be permitted to return to work under any contract with the Town. Under such circumstances, the Successful Proposer shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with any contract with the Town.

XVII. NO SMOKING/USE OF TOBACCO PRODUCTS

Pursuant to M.G.L. c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Successful Proposer, its officers, employees, agents, and representatives are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, in any public building.

XVIII. INDEX OF ATTACHMENTS

Attachment A - Price Proposal Form
Attachment B - Certificate of Non-Collusion
Attachment C - Certificate of Tax Compliance (M.G.L., c.62C, §49A)
Attachment D - Conflict of Interest Certification (M.G.L. c.268A).
Attachment E - Certificate of Corporate Proposer
Attachment F - Certificate of Compliance with M.G.L. c. 151B
Attachment G - Certificate of Non-Debarment
Attachment H - Form of Contract

**ATTACHMENT A
TOWN OF NATICK
PRICE PROPOSAL FORM**

Pursuant to Chapter 30B, Section 6 of the Massachusetts General Laws (M.G.L. c. 30B, §6), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (“the Town”), acting through the Natick Select Board, invites the submission of sealed proposals for FY2024 personal property revaluation services and FY2025 and FY2026 collection and valuation services.

Printed Name of Proposer:

Address: _____

The PROPOSER hereby pledges to deliver the complete scope of services required for price shown below:

Total Price in Words: _____

Per year

Total Price in Numbers: _____

The PROPOSER acknowledges receipt of addenda nos. _____

Per year

Please write out all addenda issued. For example, for four (4) addenda issued, please write: “1, 2, 3, and 4.” Do not write “1-4” or “4.”

Authorized Signature

Printed Name

Printed Title

Date

Full Legal Name

Officers of Corporation and Addresses

State of Incorporation

Principal Place of Business

Tel. _____

Qualified in Massachusetts Yes _____ No _____

Principal Place of Business in MA _____

Tel. _____

TOWN OF NATICK

ATTACHMENT B

CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this 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.

Name of Proposer

Address of Proposer

Telephone Number_____

By: _____
(Signature)

Printed Name

Printed Title

Date

TOWN OF NATICK

ATTACHMENT C
CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Proposer named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Name of Proposer

Address of Proposer

Telephone Number _____

By: _____
(Signature)

Printed Name

Printed Title

Date

TOWN OF NATICK

ATTACHMENT D

CONFLICT OF INTEREST CERTIFICATION

The Proposer hereby certifies that:

1. The Proposer has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFP.
2. No consultant to, or subcontractor for, the Proposer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Proposer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Proposer.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Proposer has been retained or hired to solicit for or in any way assist the Proposer in obtaining a Contract pursuant to this RFP upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Proposer.
4. The Proposer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Proposer and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Proposals.
5. The Proposer understands that the Proposer and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Proposer

Address of Proposer

Telephone Number_____

By: _____

(Signature)

Printed Name

Printed Title

Date

TOWN OF NATICK

ATTACHMENT E

CERTIFICATE OF CORPORATE PROPOSER

I, _____, certify that I am the Clerk of the Corporation named as Proposer in the attached Proposal Form; that _____, who signed said Proposal on behalf of the Proposer was then _____ of said Corporation and was duly authorized to sign said Proposal Form; and that I know his/her signature thereto is genuine.

(Corporate Seal)

Name of Proposer

Address of Proposer

Telephone Number _____

By: _____

(Signature)

Printed Name

Printed Title

Date

This Certificate shall be completed where Proposer is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

TOWN OF NATICK

ATTACHMENT F

CERTIFICATE OF COMPLIANCE WITH M.G.L. c. 151B

The Proposer hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Proposer also hereby certifies that it shall comply with any and all applicable Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Request for Proposals.

Name of Proposer

Address of Proposer

Telephone Number_____

By: _____

(Signature)

Printed Name

Printed Title

Date

TOWN OF NATICK

ATTACHMENT G

CERTIFICATE OF NON-DEBARMENT

The Proposer hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Proposer shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Proposer

Address of Proposer

Telephone Number_____

By: _____
(Signature)

Printed Name

Printed Title

Date

TOWN OF NATICK

**ATTACHMENT H
FORM OF CONTRACT**

(SEE ATTACHED DOCUMENT.)

Town of Natick, Massachusetts
Contract for FY2024 Personal Property Revaluation Services and Software and
FY2025 and 2026 Collection and Valuation Services

This Contract is made this _____ day of _____ 2022, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Select Board (hereinafter the “Town of Natick,” or “the Town”) and _____(hereinafter the “Contractor”).

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts for the services outlined in Section 1, below (Scope of Services), if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope of Services

The Contractor shall provide services as set forth in the Request for Proposals for FY 2024 Personal Property Revaluation Services and Software and FY 2025 and FY2026 Collection and Valuation Services (“RFP”), issued by the Select Board of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendition of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor’s services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

The term of this Contract shall commence as of the execution date of this Contract and shall end one year later. At the sole discretion of the Town, this Contract may be extended for one (1) or two (2) additional one (1)-year terms. Time is of the essence in the performance of services rendered by the Contractor under this Contract.

4. Incorporation of the Request for Proposals/Order of Priority of Contract Documents

The provisions of the RFP and the Contractor’s Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract

Town of Natick, Massachusetts
Contract for FY2024 Personal Property Revaluation Services and Software and
FY2025 and 2026 Collection and Valuation Services

Third Priority:	Addenda to the RFP (if any)
Fourth Priority:	RFP
Fifth Priority:	Contractor's Proposal.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices stated in the Contractor's Price Proposal. (See attached Price Proposal Form.)

This Contract is a fixed price/fixed rate contract; and, therefore, miscellaneous expenditures associated with the Contractor's work on this project shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's RFP, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town of Natick, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any

Town of Natick, Massachusetts
Contract for FY2024 Personal Property Revaluation Services and Software and
FY2025 and 2026 Collection and Valuation Services

right of the Town under this Contract or a ratification by the Town of any breach hereof by the Contractor.

6. Warranty

DELETED – NOT APPLICABLE.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Successful Proposer shall comply with the applicable provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws (M.G.L.), as amended, and with all applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. DELETED

Town of Natick, Massachusetts
Contract for FY2024 Personal Property Revaluation Services and Software and
FY2025 and 2026 Collection and Valuation Services

- e. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- f. The Town of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- g. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”
- h. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- i. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.
- j. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

Town of Natick, Massachusetts
Contract for FY2024 Personal Property Revaluation Services and Software and
FY2025 and 2026 Collection and Valuation Services

9. Indemnification

The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town of Natick, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the RFP and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

Town of Natick, Massachusetts
Contract for FY2024 Personal Property Revaluation Services and Software and
FY2025 and 2026 Collection and Valuation Services

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the Town of Natick and not as an employee of the Town of Natick. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Natick, including, without limitation, salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled and/or mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town of Natick property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, in any public building in the Town of Natick.

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy

Town of Natick, Massachusetts
Contract for FY2024 Personal Property Revaluation Services and Software and
FY2025 and 2026 Collection and Valuation Services

obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. *Delays/Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. *Termination*

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town of Natick shall no longer be under any obligation to tender performance, including payment, under the terms of this

Town of Natick, Massachusetts
Contract for FY2024 Personal Property Revaluation Services and Software and
FY2025 and 2026 Collection and Valuation Services

Contract. In that event the Town may terminate this Contract upon written notice to the Contractor.

- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services, together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the Town: James Errickson,
 Town Administrator
 Natick Town Hall
 13 East Central Street
 Natick, MA 01760

With copies to: Karis L North, Esq.
 Office of the Town Counsel
 Murphy, Hesse, Toomey & Lehane, LLP
 300 Crown Colony Drive, Suite 410
 Quincy, MA 02169

Town of Natick, Massachusetts
Contract for FY2024 Personal Property Revaluation Services and Software and
FY2025 and 2026 Collection and Valuation Services

If to the Contractor:

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's

Town of Natick, Massachusetts
Contract for FY2024 Personal Property Revaluation Services and Software and
FY2025 and 2026 Collection and Valuation Services

express, written consent in advance.

- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Proposal was made and submitted in good faith and without collusion or fraud with any 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.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Proposal documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their

Town of Natick, Massachusetts
Contract for FY2024 Personal Property Revaluation Services and Software and
FY2025 and 2026 Collection and Valuation Services

employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town of Natick shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- s. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Contract is executed in triplicate as a sealed instrument.

(The remainder of this page is left blank.)

Town of Natick, Massachusetts
Contract for FY2024 Personal Property Revaluation Services and Software and
FY2025 and 2026 Collection and Valuation Services

The Town of Natick, Massachusetts

by: the Natick Select Board

Karen Adelman-Foster, Chair

Richard P. Jennett, Jr., Vice Chair

Michael J. Hickey, Jr. Clerk

Paul R. Joseph

Susan G. Salamoff

Dated: _____

Printed Name of Contractor

by:

Signature

Printed Name

Printed Title

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

This is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Select Board is authorized to execute this Contract and to approve all requisitions and execute change orders.

Michelle Laramee
Comptroller, Town of Natick

Dated: _____

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:

Karis L. North, Esq.
Office of the Town Counsel

Dated: _____

Town of Natick, Massachusetts
Contract for FY2024 Personal Property Revaluation Services and Software and
FY2025 and 2026 Collection and Valuation Services

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of

(Corporation Name) (Title)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on _____ 20 ___, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either
_____, _____;
(Name) (Title)
_____, _____; or
(Name) (Title)
_____, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the ____ day of _____, 20___ and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)