

CITY OF FRAMINGHAM

REQUEST FOR PROPOSALS

FOR

**FY2024 REAL PROPERTY REVALUATION
INCLUDING A CAMA UPGRADE**

RFP # 7838



**CITY OF FRAMINGHAM
MEMORIAL BUILDING
ROOM 123
150 CONCORD ST
FRAMINGHAM, MA 01702**

The City of Framingham, Massachusetts acting through its Chief Assessor invites proposals from qualified firms to provide a program to update all Real Property for Fiscal Year 2024 pursuant to the General Laws of the Commonwealth of Massachusetts. **Proposals must be submitted electronically through the City's Vendor Registry system. Proposals submitted through any other means, such as mail, email or hand delivery, will not be accepted and will be rejected by the City as non-responsive.**

1. INSTRUCTIONS

GENERAL INFORMATION

Proposals must be received by **January 11, 2023 by 11:30 A.M.** at which time proposals will be opened pursuant to G.L. c. 30B, §16. **Proposals must be submitted electronically through the City's Vendor Registry system. Bids submitted through any other means, such as mail, email or hand delivery, will not be accepted and will be rejected by the City as non-responsive.**

RFP documents will be available electronically on **Wednesday December 28, 2022 @ 10:00 A.M** on Vendor Registry. <https://vrapp.vendorregistry.com/Vendor/Register/Index/city-of-framingham-ma-vendor-registration>

The Proposal shall be clearly marked: **RFP #7838**

Proposers must submit two separate proposals:

- (1) One for Technical (or non-price) and;
- (2) One for Price.

Both proposals shall be submitted through **Vendor Registry**; <https://vrapp.vendorregistry.com/Vendor/Register/Index/city-of-framingham-ma-vendor-registration> however the PRICE PROPOSAL MUST BE SEPARATE. Each of the two proposals must be separately marked:

- (1) [Proposer Name] - TECHNICAL RESPONSE TO REQUEST FOR PROPOSAL # **7838**
- (2) [Proposer Name] - PRICE RESPONSE TO REQUEST FOR PROPOSAL # **7838**

2. Questions

**RFP #7838 FY2024 REAL PROPERTY REVALUATION
INCLUDING A CAMA UPGRADE**

Any questions relative to this request for proposal should be submitted through Vendor Registry <https://vrapp.vendorregistry.com/Vendor/Register/Index/city-of-framingham-ma-vendor-registration> by **Thursday January 5, 2023 by 10:00 A.M.** If the question is one that the City believes would materially affect the Purchase Description, Scope of Work or the Evaluation Criteria, an addendum will be issued via Vendor Registry and sent to all bidders on record as having picked up the Proposal.

Neither Ms. Putney nor any other employee of the City is authorized to give interpretations of any portion of the RFP or to give information as to the requirements of the RFP in addition to that contained in the RFP. Interpretations of the RFP or additional information as to its requirements, where necessary, shall be communicated to proposers by an addendum sent through vendor registry, this shall be considered part of this RFP, including any changes or interpretations which may arise.

3. Modifications to Proposals

A Proposer may correct, modify, or withdraw a proposal by an email to Purchasing@framinghamma.gov designated herein for proposal submission prior to the time set for the opening of proposals. After the opening, a contractor may not change the price or any other provision of the proposal in a manner prejudicial to the interest of The City of Framingham or to fair competition. Proposal modifications must be submitted in an email and marked "Modification No. ___." Each modification must be numbered in sequence, and must reference the original Request for Proposals.

4. Changes to the RFP

At any time, in its sole discretion, the City may send through Vendor Registry addenda, modify, correct, amend, cancel and/or reissue this RFP. If an addendum is issued prior to the Proposal Due Date, it will be provided to all parties to whom RFPs were provided. If an addendum is issued after proposals have been received, the addendum will be provided only to those parties whose proposals remain under consideration at such time

5. Receipt and Opening of Proposals

Proposals will not be opened publicly, but will be opened in the presence of one or more witnesses at the time stated in the due date section of the document. The contents of proposals shall remain confidential, and shall not be disclosed to competing Proposers until the completion of the evaluation or until the maximum time for acceptance, as stated below. At the opening of proposals, the City of Framingham shall prepare a register of proposals for public inspection.

Proposers will be responsible for complying with all state laws and regulations as they relate to responses to Request for Proposals.

6. Acceptance or Rejection of Proposals

The City will either accept a proposal, or reject all proposals within ninety (90) days after the proposal opening date. The time for acceptance may be extended for up to forty-five (45) additional calendar days by mutual agreement between the City and the responsive and responsible Proposer offering the most advantageous proposal.

The City may cancel the Request for Proposals, or reject, in whole or in part, any and all proposals, if the City determines that the cancellation or rejection serves the best interests of the City.

Acceptance must be submitted electronically through the City's Vendor Registry system. Bids submitted through any other means, such as mail, email or hand delivery, will not be accepted and will be rejected by the City as non-responsive.

7. Evaluation Procedures and Negotiation

Only Proposers which meet the Quality Requirements may have their proposals evaluated based on the evaluation criteria set forth in this RFP. The City may use such procedures that it deems appropriate to evaluate such proposals.

The City reserves all its rights at law and equity with respect to this RFP including, but not limited to, the unqualified right, at any time and in its sole discretion, to change or modify this RFP, to reject any and all proposals, to waive defects or irregularities in proposals received, to seek clarification of proposals, to request additional information, to request any or all Proposers to make a presentation, to undertake discussions and modifications with one or more Proposers, to terminate further participation in the proposal process by a Proposer or to proceed with any proposal or modified proposal, which in its judgment will, under all circumstances, best serve the City's interests. The holding of any discussions with any Proposer shall not constitute acceptance of a proposal, and a proposal may be accepted with or without discussions.

The City may give oral or written notice to one or more Proposers to furnish additional information including but not limited to interviews with and presentations to City representatives. The giving of such notice shall not be construed as an acceptance of a proposal. Information requested shall be submitted within three (3) business days after the City's request, unless a shorter or longer time is specified at the time of request.

8. Proposal Preparation Costs

The City shall not be responsible for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

9. Use of Terms

For the purposes of the RFP, any reference to "bid" shall mean "proposal"; and any reference to "Bidder" shall mean "Proposer."

10. No Obligation or Liability

No Proposer shall have any rights against the City arising from the contents of this RFP, the receipt of proposals, or the incorporation in or rejection of information contained in any proposal or in any other document. The City makes no representations, warranties, or guarantees that the information contained herein, or in any addenda hereto, is accurate, complete, or timely or that such information accurately represents the conditions that would be encountered during the performance of the Contract. The furnishing of such information by the City shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its proposal, expressly agrees that it has not relied upon the forgoing information, and that it shall not hold the City liable or responsible therefore in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement, or promise, of the City, its directors, officers, agents, representatives or employees, oral or in writing, shall impair or limit the effect of the warranties of the Proposer required by this RFP or Contract and the Proposer agrees that it shall not hold the City liable or responsible in any manner whatsoever.

B. PROPOSAL SUBMISSION REQUIREMENTS

Quality Requirements

Only Proposers who can demonstrate that they comply with the following should submit proposals as only proposals from such Proposers will be considered:

1. A Letter of Transmittal signed by the individual authorized to negotiate for and contractually bind the Contractor stating that the offer is effective for at least sixty (60) Calendar Days from the deadline for the submission of proposals.
2. A list of 12 Massachusetts Municipalities for which the Contractor has completed Revaluation/Update Programs over the past 10 years.
3. A list of the Revaluation/Update Contracts for which the Contractor is currently committed.
4. Listing of Massachusetts Municipalities for which the contractor has used their proposed CAMA Software.
5. Written assurances that the Revaluation/Update/Conversion will meet Department of Revenue Certification Requirements.

1. Scope of Services

The contractor shall guarantee preliminary certification by the Massachusetts Department of Revenue for the valuation date of January 1, 2023. The City currently utilizes the Patriot Computer Assisted Mass Appraisal (CAMA) software system. The City is looking to upgrade the current CAMA system or explore other state of the art CAMA software platforms as part of the project scope of services. Contractors will be responsible for providing software/conversion costs, quality control processes, and annual software fees in their proposal. All data entry and printing of field cards will be the responsibility of the contractor. CAMA software must integrate with the city’s MUNIS tax billing software module. Project completion deadline is September 15, 2023.

CAMA Database Upgrade:

- A. Database upgrade / conversion of all Real Property to a proposed CAMA system appraisal system.
- B. Vendor to provide internal Quality Control processes during the upgrade / conversion of the real property data to ensure property characteristic data is accurate. This includes replicating any building tables, depreciation tables, land tables, valuation tables or other requirements of the system to insure an equitable similar prior year valuation as the current CAMA system.

The new valuation models developed through the analysis of the current real estate market data will be applied to the converted property characteristics data during the FY2024 Revaluation of all Real Property.

- C. Installation of the converted database and the CAMA system to be installed on the City’s computer hardware onto a Microsoft SQL or other compatible Server.
- D. Vendor to provide multiple training days in the use of the CAMA system, including Assessing staff access to customer and technical support staff of the vendor.
- E. User Manuals for the Upgraded Real Property CAMA System.

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

1. PROFILE OF FRAMINGHAM

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

1.1.1 PROPERTY TYPE	PARCEL COUNT
ALL REAL PROPERTY	20,893 parcels

2. SCOPE OF PROJECT:

- 2.1 Subject to the terms and conditions of this Statement of Services, the Contractor will value the types of property identified in Section 1 in compliance with the General Laws of the Commonwealth of Massachusetts.
- 2.2 The Contractor will determine the full and fair cash value of all property so described and its usage classification as defined in Chapter 59 of the General Laws of the Commonwealth of Massachusetts.
- 2.3 The valuation and use of all property so described shall be determined as of January 1, 2023.

3. RESPONSIBILITIES OF THE PARTIES:

- 3.1 **Assessors:** Throughout the project, the Assessors will receive periodic reports from the Contractor that will review and evaluate the progress of the project and the Assessors will promptly notify the Contractor as to whether the work performed is satisfactory and timely.
- 3.2 The MUNICIPALITY shall provide the following data on or before January 13, 2023, unless otherwise specified.
 - 3.2.1 The MUNICIPALITY shall provide "parcel identification data" for each parcel, which shall consist of the owner's name(s), mailing address, property address, subdivision deed references, property classification, lot dimensions and land area in acres or square feet, correct and current to the most recent tax billing date.
 - 3.2.2 The MUNICIPALITY shall provide the zoning classification for each parcel, correct and current to the most recent tax year. The MUNICIPALITY shall also provide one (1) set of zoning maps and a copy of the zoning ordinances covering all parcels, correct and current as of the most recent tax year.
 - 3.2.3 The MUNICIPALITY shall provide one (1) set of tax maps covering all parcels, correct and current as of the most recent tax year. The Contractor may rely upon the accuracy of the maps and is not responsible for any errors in the maps or any errors resulting from the use of the maps. Each map will be drawn to scale, be identified by map and parcel numbers and have dimensions and areas of each parcel drawn on the map.
 - 3.2.4 The MUNICIPALITY shall continuously and currently update the information referred to in this section to January 1, 2023.
 - 3.2.5 The MUNICIPALITY shall continuously and currently provide copies of all sales information available to it with respect to the transfer of parcels occurring from January 1, 2021 and ending December 31, 2022. Sales provided must be on forms approved by the Massachusetts

Department of Revenue for reporting sales and must contain proper and correct non-arms length coding and all other data called for on such Department of Revenue form, including correct map and lot numbers.

- 3.2.6 The MUNICIPALITY shall make available to the Contractor existing property records, or copies thereof. The Contractor shall be responsible for the safekeeping of the records while in its possession. If the MUNICIPALITY needs any such record while it is in the possession of the Contractor, the Contractor shall provide it to the MUNICIPALITY upon request as soon as possible without causing undue disruption to the work schedule of the Contractor.
- 3.2.7 The MUNICIPALITY shall further assist the Contractor by providing or making available such other information which it possesses or which is conveniently available to it, including, but not limited to, general assessment records and magnetic tapes and tape format/layouts containing pertinent information and data.

The MUNICIPALITY shall be required to provide such materials and data in original or duplicated form at the MUNICIPALITY's option, but in no event shall the MUNICIPALITY be required to provide such which is not reasonably available to it. The Contractor presents that it is aware of the resources of the MUNICIPALITY and its limitations and, therefore, will require only that additional material and data which is currently available to the MUNICIPALITY or which may come into its possession from time to time through the normal course of events.

- 3.2.8 The MUNICIPALITY shall provide all property inventory data. Said data shall be current and will include all parcels which have been improved, as evidenced by building permits properly applied for and approved prior to January 1, 2023.

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

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

4. PROJECT REQUIREMENTS:

FY 2024 Update Project Timetable & Workplan:

	FROM	TO
Project commencement	01/13/2023	01/27/2023
CAMA Upgrade/Conversion/Testing/Tech Support		ongoing
Public relations plan		ongoing
Local staff training		ongoing
Valuation testing	03/31/2023	06/01/2023
Data Quality Review & Field Valuation Review	06/02/2023	08/02/2023

Assessors Review	08/04/2023	08/11/2023
Department of Revenue preliminary review for certification	08/14/2023	08/23/2023
Public Disclosure	09/01/2023	09/13/2023
Final work products delivered for review		09/15/2023
Project completion		09/15/2023

Optional **S**ervices:

Building Permit inspections per parcel
Field Review (per day)
Data Entry (per day)

4.1 Public Relations:

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

4.2 Local Staff Training:

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

4.2.2 On-the-job training will include, but not be limited to, the Assessors and office staff working in the appropriate phases of this project under the Contractor's supervision.

4.3 Data Collection:

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

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

4.4 Sales Verification:

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

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

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

4.6 Valuation:

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

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

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

4.7 Market Value Approach:

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

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

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

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

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

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

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

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

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

4.9 **Income Approach:**

4.9.1 The Contractor will review and screen income and expense reports furnished by the parcel owner, or prepared as a result of interviews with the property owner; will determine the validity of the data and will make any necessary adjustments on the basis of the Contractor's appraisal knowledge of income and expense data of comparable properties. The MUNICIPALITY shall be responsible for the postage and the mailing of income and expense forms. A report containing documentation and derivation of rent schedules, expense ratios and capitalization rates shall be submitted to the Assessors for review prior to the commencement of the valuation field review.

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

4.10 Land Valuation:

- 4.10.1 Basic square foot values for all parcels shall be established for land throughout the MUNICIPALITY after an evaluation by the Contractor of all factors affecting the market value of lots and parcels. Factors to be considered shall include the quality of the neighborhoods, zoning restrictions, size, frontage, depth, shape and topography of the parcels, and all other factors considered relevant in the establishment of land values for each of the various classes of property.
- 4.10.2 These land unit values will be determined as a result of an analysis of recent sales of comparable properties, either within the MUNICIPALITY or within an agreed upon area of the state, or by using a land residual approach. Any land classified by the Assessors under Massachusetts General Laws Chapter 61A as in agricultural or horticultural use will be valued after consideration of the current guidelines issued by the Farmland Valuation Advisory Commission.
- 4.11 **Preliminary Certification Review:** The Department of Revenue must conduct a certification review to determine whether the new values resulting from this project represent full and fair cash value. As a condition of successful project completion, Contractor's work product will meet all certification requirements of the DOR.
- 4.12 **Valuation Field Review:**
- 4.12.1 The Contractor will provide field review services for all Real property parcels in the community per the requirements of the Department of Revenue. The personnel conducting this phase of the program will have three (3) years mass appraisal and field review experience and knowledge of the valuation techniques employed in the MUNICIPALITY, as well as complete familiarity with the valuation project.
- 4.12.2 It is understood that the Contractor will have the ability to exercise judgment in making final value estimates. The Contractor, in order to ensure valuation accuracy and consistency, will be required to document such judgment. Documentation for changing any computer-generated value estimates will also be required. All such documentation shall be the property of the Assessors.
- 4.12.3 If valuation changes are made due to data error, the data will be corrected on the computer and/or manual file by the Contractor.
- 4.12.4 All values produced by the Contractor will be given to the Assessors for final review and for a determination as to whether the Contractor's work product is satisfactory for the purposes of requesting a certification review by the Commissioner of Revenue. The Contractor will provide the Assessors with all valuation models and schedules, property record cards, sales analyses and field documents necessary to conduct this review. These documents will become the property of the MUNICIPALITY.
- 4.13 Certification of Values:

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

4.14 **Defense of Values:** The Contractor will provide expert witnesses to represent the MUNICIPALITY at all appeals to any court, the appellate tax board or otherwise, of valuations and/or classifications resulting from this project. The expert witnesses will have performed a visual review of the property. The Contractor will furnish these services, including comprehensive written appraisal reports if required, for a per diem rate of _____.

5. CONTRACTOR PROJECT STAFFING:

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

5.2 Organizational Structure:

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

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

5.4 Resumes of each individual set forth in the organizational chart shall be provided to the Assessors as an exhibit hereto, which include prior work experience: dates, positions, responsibilities for each employer; education and professional affiliations for each individual. All personnel meet the qualifications required by the Commissioner of Revenue in 830 C.M.R.58.1A.1(3).

5.5 Any proposed changes in the project staffing plan submitted as part of the proposal will be submitted to the Assessors, in writing, for review and approval. The Assessors shall notify the Contractor of the acceptance or rejection of any staff substitutions within fifteen (15) business days of the receipt of the proposed changes. The Assessors shall reserve the right to make the final determination regarding the acceptability of proposed personnel changes.

6. DELIVERABLE PRODUCTS:

All documents, reports, records, data or other material in whatever form, manual or mechanized, obtained or produced during the performance of this project shall be the sole property of the MUNICIPALITY and shall be delivered during an appropriated phase of or at the conclusion of the project, as required by the Assessors. The documents, reports, records, data and other materials shall include, without limitation, the following deliverable products:

6.1 Documentation of procedures used throughout the project.

- 6.2 All training materials and manuals used in any phase of the project.
- 6.3 The valuation manual which will enable the MUNICIPALITY to maintain and update its values.
- 6.4 The depreciation schedule and source of information used for its development.
- 6.5 Income and expense statements for parcels utilizing the income approach.
- 6.6 A property inventory record for each parcel.
- 6.7 All manual and computerized reports which support values and valuation formulas.
- 6.8 All materials and documentation used on the land valuation effort.
- 6.9 Any sales ratio studies used in this project.
- 6.10 Appropriate mechanized file of all properties, their identification, inventory of improvements, all computer-generated valuation and technical documentation describing the organization of data files and record format. This is necessary for user understanding.

At the conclusion of this project, the Contractor shall provide the MUNICIPALITY with a computerized list of all owners of record and new values to be utilized by the MUNICIPALITY for public disclosure.

7. PAYMENT SCHEDULE AND PENALTY:

- 7.1 Payments shall be made to the Contractor monthly, based on the portion of work completed and delivered to the Assessors during the preceding month. No payments will be made until the work is approved by the Assessors. The Assessors will review each monthly invoice and, within twenty (20) business days of its receipt, either approve it for payment as follows or return it to the Contractor with a written statement of reasons for its rejection. All monthly progress reports and work completed forms are subject to the review of the Massachusetts Department of Revenue for certification purposes.
- 7.2 Upon the Assessors' determination that the work performed for the preceding month has been satisfactorily completed according to the workplan and time schedules, a percentage payment representing ninety percent (90%) of the amount billed for that month shall be paid to the Contractor.
- 7.3 If the Assessor determines that the Contractor's invoice is inaccurate, the Assessor shall give written notice as stated above, specifying exactly what is unsatisfactory by item, and the Contractor shall make every reasonable attempt to correct the inaccuracy. The Assessor shall retain the right to delay payment, only for the specified item, until said item is resolved to the satisfaction of both the Assessor and the Contractor. Upon satisfactory resolution, the Assessor shall pay the Contractor said amount due, less ten percent (10%).

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

7.5 **Additional Retainage:** If the Assessor determines that, due to the fault of the Contractor, the project is not progressing satisfactorily, an additional forty percent (40%) of the specified item as defined in 7.3 above can be retained. If the problem is rectified within thirty (30) calendar days to the satisfaction of the Assessor, the forty percent (40%) will be paid at this time.

If the problem is not rectified within the stated thirty (30) day period, the Assessor will determine whether the forty percent (40%) will be retained until the satisfactory completion of all terms of this agreement.

8. PROJECT COST ESTIMATION

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

Fiscal Year 2024 Revaluation: \$ _____

CAMA Upgrade/Conversion: \$ _____

Annual fees: \$ _____

Optional services: \$ _____

9. PERFORMANCE BOND

Contractor will furnish a bond using a surety company satisfactory to the MUNICIPALITY in the sum of 50% of the full amount of this agreement excluding amounts for any software item. The bond will be delivered upon receipt of the MUNICIPALITY's requirements to begin the project as defined in Section 3 herein. This bond shall remain in effect until the MUNICIPALITY accepts, in writing, those items detailed herein, or the expiration of 60 calendar days from the delivery of such items without written notice of obligation being sent by the MUNICIPALITY to Contractor.

10. MANDATORY CONTRACTUAL REQUIREMENTS:

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

- 10.1 **General Laws**: The Contractor affirms that it will conduct this project in compliance with the General Laws of the Commonwealth of Massachusetts relating to property assessment administration. Therefore, the Contractor will have a complete understanding of these laws and be cognizant of the role of the Massachusetts Department of Revenue in administering and enforcing these laws.
- 10.2 **General Laws Compliance**: The Contractor will comply with all federal, state and municipal laws, ordinances, rules and/or regulations, including labor laws, those against discrimination, and existing or adopted in the future which are applicable to the Contractor's obligations pursuant to this project.
- The Contractor and any of its subcontractors, agents and/or employees shall obtain all required permits, franchises, approvals, licenses and/or certificates necessary to perform its obligations under this Statement of Services.
- 10.3 **Identification**: All Contractor field personnel shall carry suitable I.D. Cards which shall include an up-to-date photograph, supplied by the Contractor and signed by the Assessor. This card will be surrendered to the Assessor upon termination of the employee or completion of the project.
- 10.4 **Prime Contractor Responsibility**: The Assessor has single point responsibility for the entire project. Subcontractors may be used but the Contractor will accept full responsibility for the subcontractor's performance. The Contractor will not subcontract any of its work or part thereof without prior written approval of the Assessor.
- 10.5 **Assignment**: The Contractor will not assign or in any way transfer any interest in this agreement without the prior written consent of the Assessor; provided, however, that claims for money due to the Contractor from the MUNICIPALITY hereunder may be assigned to a bank, trust company or other financial institution without such consent.
- 10.6 **Inspection, Monitoring and Evaluation**: To ensure compliance with this agreement, the Assessors shall have the right to enter the Contractor's premises during normal business hours to inspect, monitor or otherwise evaluate the work performed or being performed therein.
- 10.7 Ownership and Confidentiality of Information:
- 10.7.1 All information acquired by the Contractor from the MUNICIPALITY, or from others at the expense of the MUNICIPALITY, in the performance of this agreement shall be and remain the property of the MUNICIPALITY. This includes all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by the Contractor in the performance of this agreement.
- 10.7.2 The Contractor recognizes that, in the performance of this agreement, it may obtain or have access to confidential information, including information subject to restrictions on its disclosure pursuant to Massachusetts General Laws Chapter 59, Section 52B, and agrees to comply with all laws and any regulations, rules and guidelines promulgated thereunder regarding access to, and disclosure of such information. The Contractor further agrees that it will inform each of its employees having any involvement with confidential information of the laws, regulations, rules

and guidelines relating to confidentiality and will, at the request of the Assessor, have each employee with access to such information sign a statement that they are aware of and will abide by all such laws, regulations, rules and guidelines.

- 10.7.3 The Contractor agrees that it will use this information only as required in this performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, nor copy nor reproduce the same in any form, except pursuant to the sole written instructions of the Assessors. The Contractor further agrees to return said information to the MUNICIPALITY promptly at its request in whatever form it is maintained by the Contractor.
- 10.7.4 The Contractor agrees to take reasonable steps to ensure the confidentiality and security of this information in its possession or under its control.
- 10.7.5 In the event of the Contractor's failure to conform to the requirements set forth above, the MUNICIPALITY may terminate this agreement upon thirty (30) days written notice, unless within such thirty-day (30) period, the failure to conform is cured.

D. PRICE PROPOSAL

The Price Proposal must be submitted separately through Vendor Registry and clearly marked with the bid number, and name of the bid. Describe the costs your firm (and subcontractors, as applicable) charges.

E. LITIGATION STATEMENT

A statement indicating if there are any anticipated or pending lawsuits or any litigation within the past five (5) years or bankruptcy filings within the past ten (10) years against the proposer and all firms supplying or expected to supply any component the system and if so, shall describe them.

In evaluating each non-price proposal, the evaluation committee shall assign a rating of *highly advantageous*, *advantageous*, *not advantageous*, or *unacceptable* for each of the criteria. The evaluation committee may identify any revisions necessary to change a rating on a criterion from *unacceptable* to *advantageous* and shall specify such changes in writing.

The evaluation committee shall assign a composite rating of *highly advantageous*, *advantageous*, *not advantageous*, or *unacceptable* for each non-price proposal. Each composite rating shall be justified in writing. After a composite rating has been assigned for each proposal on the basis of the evaluation criteria in this section, the evaluation committee shall review the price proposals and determine the most advantageous proposal, taking into consideration the non-price proposal ratings and the price. If the evaluation committee selects a proposal other than the lowest-priced proposal, the evaluation committee shall explain in writing why the added benefits of the proposal justify its higher price.

IV. RULE FOR AWARD

The City will select the responsive and responsible proposer submitting the most advantageous proposal taking into consideration the firm's experience, references and plan of services as well as the proposal price.

Cost will be considered in determining award, but will not be the deciding factor of award, and a Contract may be awarded to other than the Proposer proposing the lowest price.

The City of Framingham shall award a contract by written notice to the selected Proposer by no later than ninety (90) days after the Requests for Proposals are due, unless the time for contract award is extended by mutual agreement between the City of Framingham and the selected Proposer.

Proposals will be evaluated using comparative criteria set forth as follows:

1. Contractor experience with other Valuation Update Programs in Massachusetts:

- | | |
|------------------------------------|--|
| <u>Unacceptable:</u> | No experience in Massachusetts. |
| <u>Not Advantageous:</u> | Less than Fifteen successful Valuation Updates in Massachusetts. |
| <u>Advantageous:</u> | Fifteen or more successful Valuation Updates in Massachusetts. |
| <u>Highly Advantageous:</u> | Fifty or more successful Valuation Updates in Massachusetts. |

2. Contractor Valuation Update experience with the current or proposed CAMA software system.

- | | |
|------------------------------------|--|
| <u>Unacceptable:</u> | No experience. |
| <u>Not Advantageous:</u> | Less than Ten Valuation Update projects. |
| <u>Advantageous:</u> | Ten to Fifty Valuation Update projects. |
| <u>Highly Advantageous:</u> | Fifty or more Valuation Update projects. |


3. Experience of Project Manager to be assigned to this project and a MAI, CAE or Certified General Real Estate Appraiser on staff.

Unacceptable: No Valuation Update experience.

Not Advantageous: Less than Five Valuation Update projects performed by the Project Manager and/or a MAI, CAE or Certified General Real Estate Appraiser on staff.

Advantageous: Ten successful Valuation Update projects performed by the Project Manager and a MAI, CAE or Certified General Real Estate Appraiser on staff.

Highly Advantageous: Fifty or more successful Valuation Update projects performed by the Project Manager and the Project Manger holds a MAI, CAE or is a Certified General Real Estate Appraiser.

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

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

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

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

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

5. Method for determination:

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

6. Project Timetable:

Any proposal which cannot meet a September 15, 2023 completion date for the Fiscal Year 2024 Update will be rejected.

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

V. SHORT FORM CONTRACT

The successful Proposer will be expected to enter into a Agreement with the City by executing the following Short Form Contract (“Contract”.)

This Contract contains terms and conditions which the Proposer agrees to by submission of its proposal.

Do not complete or return this form with the proposal.

THE REMAINDER OF THIS PAGE
HAS BEEN LEFT BLANK

INTENTIONALLY

**SHORT FORM OF AGREEMENT FOR PROCUREMENT
BETWEEN CITY AND CONTRACTOR**

THIS AGREEMENT for _____ (hereinafter referred to as the "Project"), is made the _____ **day of** _____, **2023**, by and between _____, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at _____, (hereinafter referred to as the "CONTRACTOR"), and the City of Framingham, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, (hereinafter referred to as the "CITY").

WITNESSETH that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

ARTICLE 1: CONTRACT DOCUMENTS

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- (1) This short form of agreement for procurement between City and contractor
- (2) Contractor's bid or proposal incorporated herein by reference
- (3) Invitation for bids, bid specifications, request for proposals or purchase description
- (4) Drawings required for the project, if applicable
- (5) Copies of all required bonds, certificates of insurance and licenses required under the contract,
- (6) The Summary of Conflict of Interest Law for Municipal Employees attached hereto as **Exhibit A**, as well as the acknowledgement of receipt of summary attached hereto as **Exhibit B** and confirmation of completion of online training.

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the City.

ARTICLE 2: SCOPE OF WORK

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work shown on the Contract Documents, and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

ARTICLE 3: TERMS OF AGREEMENT

- (a) This Agreement shall be for a term of not more than **one year**, commencing on **January 13, 2023** and ending on **November 15, 2023**, subject to annual appropriation. This Agreement may be renewed or extended in writing at the sole option of the CITY, and upon the terms described in such writing. The total duration of the original term and any renewal term(s) may not exceed three (3) years.

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- (b) The CONTRACTOR hereby agrees that if it fails to carry on the work with reasonable speed or stops work altogether without due cause, as determined in each case by the CITY, the CITY may give written notice to the CONTRACTOR to proceed with the work or to carry on the work more speedily. Three (3) days after the presentation of such notice, if the work is not proceeding to the satisfaction of the CITY, the CONTRACTOR shall be considered to have defaulted in the performance of this Agreement.

ARTICLE 4: COMPENSATION

1. In consideration for CONTRACTOR's Performance of this Agreement, the CITY agrees to pay CONTRACTOR the total sum of **XXX Dollars (\$_____)**. Upon delivery of goods and/or performance of services contained in Paragraph I, the CONTRACTOR shall submit an invoice to the CITY with any reasonable supporting documentation requested by the CITY. Upon satisfactory review of said goods and/or services, invoice and documentation, the CITY shall remit payment to the CONTRACTOR.

2. With any invoice, the CONTRACTOR shall submit evidence satisfactory to the CITY that the goods or supplies have been delivered and/or that the work has been completed in accordance with this Agreement, and that all payrolls, material bills and other indebtedness connected with the work have been paid. The billings shall include, if applicable, all charges for consultants, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above listed services.

3. The acceptance by CONTRACTOR of its final payment under this Agreement shall operate as a release to CITY of all claims by and all liability to CONTRACTOR. No payment, however, final or otherwise, shall operate to release CONTRACTOR from its obligations under this Agreement.

ARTICLE 5: NON-PERFORMANCE

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the CITY shall give written notice thereof, and if said default is not made good within such time as the CITY shall specify in writing, the CITY shall notify the CONTRACTOR in writing that there has been a breach of the Agreement, and thereafter the CITY shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the CITY shall determine, and the CONTRACTOR shall pay the CITY any money that the CITY shall pay another CONTRACTOR for the completion of the work, in excess of what the CITY would have paid the CONTRACTOR for the completion of the work, and the CONTRACTOR shall reimburse the CITY for all expenses incurred by reason of said breach. In case of such breach, the CONTRACTOR shall be entitled to receive payment only for work satisfactorily completed prior to said breach, less any retainage the CITY is entitled to. The amount of any balance due the CONTRACTOR shall be determined by the CITY and certified to the CONTRACTOR.

ARTICLE 6: TERMINATION

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In addition to the provisions of Article 5 of this Agreement, the CITY shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of this Agreement after the first year.

ARTICLE 7: NOTICE

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

City of Framingham:
Chief Procurement Officer
Memorial Building, Room 123
150 Concord Street
Framingham, MA 01702

PLEASE FILL IN THE INFORMATION BELOW

CONTRACTOR agrees and acknowledges that any dispute arising hereunder shall be resolved by a Court of the Commonwealth of Massachusetts, and specifically the Middlesex Superior Court, and CONTRACTOR expressly waives jurisdiction in any other state, Court, venue or forum.

Contractor:

Name _____
Title _____
Company _____
Address _____

Phone: _____
Fax: _____
E-Mail: _____

ARTICLE 8: INSURANCE

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain general liability and automobile liability insurance policies protecting the CITY in connection with any operations included in this Agreement and including the CITY as an additional insured, on a primary and non-contributory basis, waiving all rights of subrogation. As proof of insurance, the CONTRACTOR shall provide Certificate(s) of Insurance evidencing the required coverage in a form satisfactory to the CITY. The Description portion of the certificate evidencing coverage should state as follows:

“The City of Framingham is included as additional insured in regards to General and Auto Liability on the policies noted above by contractual Agreement on a primary and non-contributory basis, waiving all rights to subrogation.”

Coverage amounts shall be in at least the amounts noted below:

General Liability: At least **\$1,000,000** per occurrence, and,
at least **\$2,000,000** aggregate

Auto Liability: At least **\$1,000,000** combined single limit for bodily injury
and property damage per accident

- (b) If the CONTRACTOR shall provide professional or design services to the CITY, then CONTRACTOR shall carry a professional malpractice or an errors and omissions policy with limits of at least \$1,000,000 per claim and \$3,000,000 aggregate, with a deductible of no more than \$15,000 per claim.
- (c) The CONTRACTOR shall, before commencing performance of this Contract, provide insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. Gen. L. Ch. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.
- (d) All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Contract is completed and accepted by the CITY. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the CITY. Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the CITY should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the CITY at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.
- (e) To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and save harmless the CITY and all of the CITY'S officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, arising out of or resulting from any act, omission, or negligence of the, CONTRACTOR, its subcontractors or subconsultants and its and their agents or employees in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Contract.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS

N/A

ARTICLE 10: SUBCONTRACTING OF WORK

The CONTRACTOR shall not subcontract any of the work that it is required to perform under this Contract to any corporation, entity or person without the prior written approval of the CITY.

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ARTICLE 11: PREVAILING WAGE RATES

N/A

ARTICLE 12: OWNERSHIP OF DOCUMENTS

Upon completion of the final payment to the CONTRACTOR, the CITY shall be the owner of all plans, specifications, electronic data and computations created by the CONTRACTOR that relate to this Agreement. The CITY agrees that the information contained therein was produced specifically for this Agreement and agrees to hold the CONTRACTOR harmless from any liability of the CITY'S use of these documents in any future project not directly related to the subject matter of this Agreement.

ARTICLE 13: MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

ARTICLE 14: GUARANTEE OF WORK

- (a) Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR against defects resulting from the use of inferior materials, equipment, or workmanship for one (1) year from the date of final completion of the Contract.
- (b) If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the CITY are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the CONTRACTOR shall, promptly upon receipt of notice from the CITY and at its own expense:
 - (1) Make goods and services conform to this Agreement;
 - (2) Make good all damage to the site, or equipment or contents thereof, which, in the opinion of the CITY, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and
 - (3) Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

ARTICLE 15: GOVERNING LAW

The CONTRACTOR shall perform the work required under this Contract in conformity with requirements and standards of the CITY and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

This Agreement and performance there under are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders. CONTRACTOR agrees and acknowledges that any dispute arising hereunder shall be resolved by a Court of the Commonwealth of Massachusetts, and specifically the Middlesex Superior Court, and CONTRACTOR expressly waives jurisdiction in any other state, Court, venue or forum.

ARTICLE 16: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the CITY and the CONTRACTOR and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the CITY and the CONTRACTOR. Neither the CITY nor the CONTRACTOR shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

ARTICLE 17: MANDATORY ETHICS TRAINING

A summary of the Conflict of Interest Law is attached hereto as **Exhibit A** and must be distributed to all key employees of the Contractor pursuant to G.L. c. 268A. Questions regarding whether any of the Contractor's employees are considered "key employees" should be directed to the Legal Division of the State Ethics Commission at (617) 371-9500. Pursuant to Chapter 28 of the Acts of 2009, as amended, all key employees must complete online ethics training on the State Ethics Commission's website, www.mass.gov/ethics. Within thirty days of the date of this Agreement, each key employee must provide to the City a signed acknowledgment of receipt of the summary of the Conflict of Interest Law, in the form attached hereto as **Exhibit B**, and a certificate of completion of the online training which must be printed at the completion of the training. In the event that the term of this Agreement extends for more than two years, all continuously employed key employees shall repeat the online training and provide the City with a new certificate of completion within ninety days before or ninety days after the two-year anniversary of the date of this Agreement. Any new key employee who becomes employed by the Contractor after the date of this Agreement and whose services are specifically required by this Agreement must complete the online training and provide the City with a certificate of completion within thirty days of the date on which his services commence pursuant to this Agreement. Satisfaction of these requirements is the sole responsibility of the Contractor and its key employees, and the City shall have no liability for the Contractor's or its key employees' failure to meet these requirements.

IN WITNESS WHEREOF the parties hereto have executed copies of this Agreement on the _____ day of _____, 2023.

CONSULTANT:

By: _____

Title: _____

Corporate Seal

Ed O’Neil
Chief Assessor
Date: _____

Approved as to Form

Kathryn Fallon
City Solicitor

Jennifer A. Pratt
Chief Procurement Officer

Date: _____

Date: _____

Approved As To Funds Availability

Richard Howarth, City Accountant

Michael A, Tusino, Chief Operating Officer

Date: _____

Date: _____

Funding Source

Requisition # _____

Org _____ Obj _____ Project _____

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INCLUDING A CAMA UPGRADE**

EXHIBIT A

Mandatory Training Requirements - Summaries and Online Training

Mandatory educational requirements under the Ethics Reform Bill

- **Summary of the Conflict of Interest Law for Municipal Employees**

By December 28, 2009, and on an annual basis thereafter, all current municipal employees must be provided with this summary of the conflict of interest law. Municipal employees hired after December 28, 2009, should be provided with the summary within 30 days of the date on which they commence employment, and on an annual basis thereafter. Every municipal employee is required to sign a written acknowledgment that he has been provided with the summary.

- **Online Training Program**

www.mass.gov/ethics - Under Education & Training Resources

By 12/28/09, and every 2 years thereafter, all current state, county and municipal employees must complete this training. Public employees hired after 12/28/09 must complete this training within 30 days of beginning public service, and every 2 years thereafter. This training is designed primarily for state employees. County and municipal employees should also use this training until it is revised with one tailored to them. Upon completing the program, employees should print out the completion certificate and keep a copy for themselves. Employees will be required to provide a copy of the completion certificate to the City or City Clerk (municipal employees), their employing agency (appointed state and county employees), or to the Ethics Commission (elected state and county employees). Completing the single program will be considered by the Commission as meeting the Bill's training requirements until a second program is added. When multiple users attempt to complete the current training program using the same computer they may experience a problem accessing the beginning of the program. The user will need to open their internet browser, click on "Tools", then "Internet Options", select "Delete Cookies", then click "OK". The user will be able to click back on the Online Training module on the Commission's website and start at the beginning.

After you have completed the Online Training, print out the “State Ethics Commission Receipt”, and return with the receipt on Page 9 of this packet “Conflict of Interest Law” .

Summary of the Conflict of Interest Law for Municipal Employees

This summary of the conflict of interest law, General Laws chapter 268A, is intended to help municipal employees understand how that law applies to them. This summary is not a substitute for legal advice, nor does it mention every aspect of the law that may apply in a particular situation. Municipal employees can obtain free confidential advice about the conflict of interest law from the Commission's Legal Division at our website, phone number, and address above. Municipal counsel may also provide advice.

The conflict of interest law seeks to prevent conflicts between private interests and public duties, foster integrity in public service, and promote the public's trust and confidence in that service by placing restrictions on what municipal employees may do on the job, after hours, and after leaving public service, as described below. The sections referenced below are sections of G.L. c. 268A.

When the Commission determines that the conflict of interest law has been violated, it can impose a civil penalty of up to \$10,000 (\$25,000 for bribery cases) for each violation. In addition, the Commission can order the violator to repay any economic advantage he gained by the violation, and to make restitution to injured third parties. Violations of the conflict of interest law can also be prosecuted criminally.

I. Are you a municipal employee for conflict of interest law purposes?

You do not have to be a full-time, paid municipal employee to be considered a municipal employee for conflict of interest purposes. Anyone performing services for a city or City or holding a municipal position, whether paid or unpaid, including full- and part-time municipal employees, elected officials, volunteers, and consultants, is a municipal employee under the conflict of interest law. An employee of a private firm can also be a municipal employee, if the private firm has a contract with the city or City and the employee is a "key employee" under the contract, meaning the City has specifically contracted for her services. The law also covers private parties who engage in impermissible dealings with municipal employees, such as offering bribes or illegal gifts.

II. On-the-job restrictions.

(a) Bribes. Asking for and taking bribes is prohibited. (See Section 2)

A bribe is anything of value corruptly received by a municipal employee in exchange for the employee being influenced in his official actions. Giving, offering, receiving, or asking for a bribe is illegal.

Bribes are more serious than illegal gifts because they involve corrupt intent. In other words, the municipal employee intends to sell his office by agreeing to do or not do some official act, and the giver intends to influence him to do so. Bribes of any value are illegal.

(b) Gifts and gratuities. Asking for or accepting a gift because of your official position, or because of something you can do or have done in your official position, is prohibited. (See Sections 3, 23(b)(2), and 26) Municipal employees may not accept gifts and gratuities valued at \$50 or more given to influence their official actions or because of their official position. Accepting a gift intended to reward past official action or to bring about future official action is illegal, as is giving such gifts. Accepting a gift given to you because of the municipal position you hold is also illegal. Meals, entertainment event tickets, golf, gift baskets, and payment of travel expenses can all be illegal gifts if given in connection with official action or position, as can anything worth \$50 or more. A number of smaller gifts together worth \$50 or more may also violate these sections.

Example of violation: A City administrator accepts reduced rental payments from developers.

Example of violation: A developer offers a ski trip to a school district employee who oversees the developer's work for the school district.

Regulatory exemptions. There are situations in which a municipal employee's receipt of a gift does not present a genuine risk of a conflict of interest, and may in fact advance the public interest. The Commission has created exemptions, and is considering creating additional exemptions, permitting giving and receiving gifts in these situations. One commonly used exemption permits municipal employees to accept payment of travel-related expenses when doing so advances a public purpose. Other exemptions are listed on the Commission's website.

Example where there is no violation: A fire truck manufacturer offers to pay the travel expenses of a fire chief to a trade show where the chief can examine various kinds of fire-fighting equipment that the City may purchase. The chief fills out a disclosure form and obtains prior approval from his appointing authority.

(c) **Misuse of position.** Using your official position to get something you are not entitled to, or to get someone else something they are not entitled to, is prohibited. Causing someone else to do these things is also prohibited. (See Sections 23(b)(2) and 26)

A municipal employee may not use her official position to get something worth \$50 or more that would not be properly available to other similarly situated individuals. Similarly, a municipal employee may not use her official position to get something worth \$50 or more for someone else that would not be properly available to other similarly situated individuals. Causing someone else to do these things is also prohibited.

Example of violation: A full-time City employee writes a novel on work time, using her office computer, and directing her secretary to proofread the draft.

Example of violation: A city councilor directs subordinates to drive the councilor's wife to and from the grocery store.

Example of violation: A mayor avoids a speeding ticket by asking the police officer who stops him, "Do you know who I am?" and showing his municipal I.D.

(d) **Self-dealing and nepotism.** Participating as a municipal employee in a matter in which you, your immediate family, your business organization, or your future employer has a financial interest is prohibited. (See Section 19)

A municipal employee may not participate in any particular matter in which he or a member of his immediate family (parents, children, siblings, spouse, and spouse's parents, children, and siblings) has a financial interest. He also may not participate in any particular matter in which a prospective employer, or a business organization of which he is a director, officer, trustee, or employee has a financial interest. Participation includes discussing as well as voting on a matter, and delegating a matter to someone else.

A financial interest may create a conflict of interest whether it is large or small, and positive or negative. In other words, it does not matter if a lot of money is involved or only a little. It also does not matter if you are putting money into your pocket or taking it out. If you, your immediate family, your business, or your employer have or has a financial interest in a matter, you may not participate. The financial interest must be direct and immediate or reasonably foreseeable to create a conflict. Financial interests which are remote, speculative or not sufficiently identifiable do not create conflicts.

Example of violation: A school committee member's wife is a teacher in the City's public schools. The school committee member votes on the budget line item for teachers' salaries.

Example of violation: A member of a City affordable housing committee is also the director of a non-profit housing development corporation. The non-profit makes an application to the committee, and the member/director participates in the discussion.

Example: A planning board member lives next door to property where a developer plans to construct a new building. Because the planning board member owns abutting property, he is presumed to have a financial interest in the matter. He cannot participate unless he provides the State Ethics Commission with an opinion from a qualified independent appraiser that the new construction will not affect his financial interest.

In many cases, where not otherwise required to participate, a municipal employee may comply with the law by simply not participating in the particular matter in which she has a financial interest. She need not give a reason for not participating.

There are several exemptions to this section of the law. An appointed municipal employee may file a written disclosure about the financial interest with his appointing authority, and seek permission to participate notwithstanding the conflict. The appointing authority may grant written permission if she determines that the financial interest in question is not so substantial that it is likely to affect the integrity of his services to the municipality. Participating without disclosing the financial interest is a violation. Elected employees cannot use the disclosure procedure because they have no appointing authority.

Example where there is no violation: An appointed member of the City zoning advisory committee, which will review and recommend changes to the City's by-laws with regard to a commercial district, is a partner at a company that owns commercial property in the district. Prior to participating in any committee discussions, the member files a disclosure with the zoning board of appeals that appointed him to his position, and that board gives him a written determination authorizing his participation, despite his company's financial interest. There is no violation.

There is also an exemption for both appointed and elected employees where the employee's task is to address a matter of general policy and the employee's financial interest is shared with a substantial portion (generally 10% or more) of the City's population, such as, for instance, a financial interest in real estate tax rates or municipal utility rates.

(e) False claims. Presenting a false claim to your employer for a payment or benefit is prohibited, and causing someone else to do so is also prohibited. (See Sections 23(b)(4) and 26)

A municipal employee may not present a false or fraudulent claim to his employer for any payment or benefit worth \$50 or more, or cause another person to do so.

Example of violation: A public works director directs his secretary to fill out time sheets to show him as present at work on days when he was skiing.

(f) Appearance of conflict. Acting in a manner that would make a reasonable person think you can be improperly influenced is prohibited. (See Section 23(b)(3))

A municipal employee may not act in a manner that would cause a reasonable person to think that she would show favor toward someone or that she can be improperly influenced. Section 23(b)(3) requires a municipal employee to consider whether her relationships and affiliations could prevent her from acting fairly and objectively when she performs her duties for a city or City. If she cannot be fair and objective because of a

relationship or affiliation, she should not perform her duties. However, a municipal employee, whether elected or appointed, can avoid violating this provision by making a public disclosure of the facts. An appointed employee must make the disclosure in writing to his appointing official.

Example where there is no violation: A developer who is the cousin of the chair of the conservation commission has filed an application with the commission. A reasonable person could conclude that the chair might favor her cousin. The chair files a written disclosure with her appointing authority explaining her relationship with her cousin prior to the meeting at which the application will be considered. There is no violation of Sec. 23(b)(3).

(g) Confidential information. Improperly disclosing or personally using confidential information obtained through your job is prohibited. (See Section 23(c))

Municipal employees may not improperly disclose confidential information, or make personal use of non-public information they acquired in the course of their official duties to further their personal interests.

III. After-hours restrictions.

(a) Taking a second paid job that conflicts with the duties of your municipal job is prohibited. (See Section 23(b)(1))

A municipal employee may not accept other paid employment if the responsibilities of the second job are incompatible with his or her municipal job.

Example: A police officer may not work as a paid private security guard in the City where he serves because the demands of his private employment would conflict with his duties as a police officer.

(b) Divided loyalties. Receiving pay from anyone other than the city or City to work on a matter involving the city or City is prohibited. Acting as agent or attorney for anyone other than the city or City in a matter involving the city or City is also prohibited whether or not you are paid. (See Sec. 17)

Because cities and Cities are entitled to the undivided loyalty of their employees, a municipal employee may not be paid by other people and organizations in relation to a matter if the city or City has an interest in the matter. In addition, a municipal employee may not act on behalf of other people and organizations or act as an attorney for other people and organizations in which the City has an interest. Acting as agent includes contacting the municipality in person, by phone, or in writing; acting as a liaison; providing documents to the city or City; and serving as spokesman.

A municipal employee may always represent his own personal interests, even before his own municipal agency or board, on the same terms and conditions that other similarly situated members of the public would be allowed to do so. A municipal employee may also apply for building and related permits on behalf of someone else and be paid for doing so, unless he works for the permitting agency, or an agency which regulates the permitting agency.

Example of violation: A full-time health agent submits a septic system plan that she has prepared for a private client to the City's board of health.

Example of violation: A planning board member represents a private client before the board of selectmen on a request that City meeting consider rezoning the client's property.

While many municipal employees earn their livelihood in municipal jobs, some municipal employees volunteer their time to provide services to the City or receive small stipends. Others, such as a private attorney who provides legal services to a City as needed, may serve in a position in which they may have other personal or

private employment during normal working hours. In recognition of the need not to unduly restrict the ability of City volunteers and part-time employees to earn a living, the law is less restrictive for “special” municipal employees than for other municipal employees.

The status of “special” municipal employee has to be assigned to a municipal position by vote of the board of selectmen, city council, or similar body. A position is eligible to be designated as “special” if it is unpaid, or if it is part-time and the employee is allowed to have another job during normal working hours, or if the employee was not paid for working more than 800 hours during the preceding 365 days. It is the position that is designated as “special” and not the person or persons holding the position. Selectmen in Cities of 10,000 or fewer are automatically “special”; selectman in larger Cities cannot be “specials.”

If a municipal position has been designated as “special,” an employee holding that position may be paid by others, act on behalf of others, and act as attorney for others with respect to matters before municipal boards other than his own, provided that he has not officially participated in the matter, and the matter is not now, and has not within the past year been, under his official responsibility.

Example: A school committee member who has been designated as a special municipal employee appears before the board of health on behalf of a client of his private law practice, on a matter that he has not participated in or had responsibility for as a school committee member. There is no conflict. However, he may not appear before the school committee, or the school department, on behalf of a client because he has official responsibility for any matter that comes before the school committee. This is still the case even if he has recused himself from participating in the matter in his official capacity.

Example: A member who sits as an alternate on the conservation commission is a special municipal employee. Under City by-laws, he only has official responsibility for matters assigned to him. He may represent a resident who wants to file an application with the conservation commission as long as the matter is not assigned to him and he will not participate in it.

(c) **Inside track.** Being paid by your city or City, directly or indirectly, under some second arrangement in addition to your job is prohibited, unless an exemption applies. (See Section 20)

A municipal employee generally may not have a financial interest in a municipal contract, including a second municipal job. A municipal employee is also generally prohibited from having an indirect financial interest in a contract that the city or City has with someone else. This provision is intended to prevent municipal employees from having an “inside track” to further financial opportunities.

Example of violation: Legal counsel to the City housing authority becomes the acting executive director of the authority, and is paid in both positions.

Example of violation: A selectman buys a surplus truck from the City DPW.

Example of violation: A full-time secretary for the board of health wants to have a second job working part-time for the City library. She will violate Section 20 unless she can meet the requirements of an exemption.

Example of violation: A city councilor wants to work for a non-profit that receives funding under a contract with her city. Unless she can satisfy the requirements of an exemption under Section 20, she cannot take the job.

There are numerous exemptions. A municipal employee may hold multiple unpaid or elected positions. Some exemptions apply only to special municipal employees. Specific exemptions may cover housing-related

benefits, public safety positions, certain elected positions, small Cities, and other specific situations. Please call the Ethics Commission's Legal Division for advice about a specific situation.

IV. After you leave municipal employment. (See Section 18)

(a) Forever ban. After you leave your municipal job, you may never work for anyone other than the municipality on a matter that you worked on as a municipal employee.

If you participated in a matter as a municipal employee, you cannot ever be paid to work on that same matter for anyone other than the municipality, nor may you act for someone else, whether paid or not. The purpose of this restriction is to bar former employees from selling to private interests their familiarity with the facts of particular matters that are of continuing concern to their former municipal employer. The restriction does not prohibit former municipal employees from using the expertise acquired in government service in their subsequent private activities.

Example of violation: A former school department employee works for a contractor under a contract that she helped to draft and oversee for the school department.

(b) One year cooling-off period. For one year after you leave your municipal job you may not participate in any matter over which you had official responsibility during your last two years of public service.

Former municipal employees are barred for one year after they leave municipal employment from personally appearing before any agency of the municipality in connection with matters that were under their authority in their prior municipal positions during the two years before they left.

Example: An assistant City manager negotiates a three-year contract with a company. The City manager who supervised the assistant, and had official responsibility for the contract but did not participate in negotiating it, leaves her job to work for the company to which the contract was awarded. The former manager may not call or write the City in connection with the company's work on the contract for one year after leaving the City.

(c) Partners. Your partners will be subject to restrictions while you serve as a municipal employee and after your municipal service ends.

Partners of municipal employees and former municipal employees are also subject to restrictions under the conflict of interest law. If a municipal employee participated in a matter, or if he has official responsibility for a matter, then his partner may not act on behalf of anyone other than the municipality or provide services as an attorney to anyone but the city or City in relation to the matter.

Example: While serving on a city's historic district commission, an architect reviewed an application to get landmark status for a building. His partners at his architecture firm may not prepare and sign plans for the owner of the building or otherwise act on the owner's behalf in relation to the application for landmark status. In addition, because the architect has official responsibility as a commissioner for every matter that comes before the commission, his partners may not communicate with the commission or otherwise act on behalf of any client on any matter that comes before the commission during the time that the architect serves on the commission.

Example: A former City counsel joins a law firm as a partner. Because she litigated a lawsuit for the City, her new partners cannot represent any private clients in the lawsuit for one year after her job with the City ended.

* * * * *

This summary is not intended to be legal advice and, because it is a summary, it does not mention every provision of the conflict law that may apply in a particular situation. Our website, www.mass.gov/ethics, contains further information about how the law applies in many situations. You

can also contact the Commission's Legal Division via our website, by telephone, or by letter. Our contact information is at the top of this document.

EXHIBIT B

In accordance with Massachusetts General Laws, Chapter 303 of the Acts of 1975,
I have been furnished a copy of the Conflict of Interest Law.

Print Name

Department / Office / Board / Committee

Address

City or City, State & Zip

Phone

Email

Please sign below and return to the City Clerk's Office as required by law.

_____ **State Ethics Commission Receipt Included**

Signature

Date

VI. ATTACHMENTS

INSTRUCTIONS:

Proposers are required to complete and return the following with its Technical Proposal:

- Complete and include the Certificate of Corporate Authority if the Proposer is a corporation.
- Attestation of Tax Compliance must be signed.
- Certificate of Non-Collusion must be signed or the RFP will be rejected.
- The Affirmative Action & Equal Employment Opportunity Form must be signed.

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INTENTIONALLY

CORPORATE AUTHORITY

AT A DULY AUTHORIZED MEETING OF THE BOARD OF DIRECTORS OF THE _____
(Name of corporation)

held on _____ Directors were present or waived notice, it was voted that _____
(date)

_____ of this company be and hereby is authorized to execute contracts and bonds
(name and title)

in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution
of any contract or bond of obligation in this company's name on its behalf of such _____
(OFFICER)
under seal of the company shall be valid and binding upon this company.

A TRUE COPY,

ATTEST: _____

Place of Business:

I hereby certify that I am the _____ of the _____
(Title) (Name of Corporation)

that _____ is the duly elected _____ of said
(Name of Officer) (Title)
company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of submittal
of the Proposal..

Signature: _____

Name/Title: _____

Date: _____

(Corporate Seal)

COMMONWEALTH OF MASSACHUSETTS, SS. _____, 2____

Then personally appeared the above named _____ and acknowledged the foregoing instrument to be his/her
free act and deed before me.

NOTARY PUBLIC _____

My commission expires _____

ATTESTATION OF TAX COMPLIANCE

I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

*Signature of Individual or
Corporate Name (**Mandatory**)

**Social Security Number or Federal
Identification Number (**Mandatory**)

By: _____
Corporate Officer
(**Mandatory**)

Date: _____

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

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

CERTIFICATE OF NON-COLLUSION

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

(Signature of Person Signing Bid or Proposal)

Affirmative Action & Equal Employment Opportunity Requirements

Section 1 - AFFIRMATIVE ACTION REQUIREMENTS

Bidders are advised of the requirements of the following City By-law, which was adopted at the Special Framingham City Meeting of December 8, 1971 and approved by the Attorney General on March 14, 1972.

Section 2 – No City agency shall enter into any contract for the purchase of goods or services for the construction, maintenance, renovation or repair of any building, structure, street, way, utility or other public works with any contractor which does not take affirmative action to provide equal employment for all qualified persons without regard to race, color, religion, sex or national origin

Section 3 - Each bidder and contractor shall include with all bids and all compliance and progress reports submitted to any City agency or a report, which shall include:

A certificate stating that he is currently in compliance with the provisions of the Massachusetts General Laws, Chapter 151 governing non discrimination in employment and setting forth the affirmative action he is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin. A copy of any such report shall be filed in the office of the City Clerk and shall upon filing become a public record.

Section 4 - Every City Agency shall include in every contract hereinafter entered into the purchase of goods or services or for the construction, maintenance, renovation services or repair of any buildings, structure, street, way utility or other public works the following provisions:

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will take affirmative action to ensure that employees are solicited and employed and that the employees are treated during employment without regard to race, color, religion, sex or national origin.
- b. The contractor will in all solicitation or advertisements for employees placed by on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The contractor and subcontractors will include the provisions of subsections (a) and (b) above in every subcontract or purchase order.

Section 5 - As used in this section, affirmative action means positive steps to ensure all qualified persons equal employment without regard to race, color, religion, sex or national origin at all stages of the employment process, recruitment, selection, placement, promotion, training, layoff and termination. It may include, but not limited to the following:

- Inclusion in all solicitation and advertisements for employees of a statement that the contractor is an "Equal Opportunity Employer."
- Placement of solicitation and advertisements for employees in media that reaches minority groups.
- Notification in writing of all recruitment sources that the contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin.
- Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist in recruitment efforts.
- Participation in or establishment of apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups.

- Modification or collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are abased on race, color, religion, sex or national origin.

Section 6 - The Human Relations Commission shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a City contractor, subcontractor, or supplier. Findings and determinations on such investigations, together with the records and recommendations, shall be reported by the Human Relations Commission to the Board of Selectmen and the contracting agency concerned. The Human Relations Commission shall cooperate with the Board of Selectmen and with each contracting agency by providing assistance in reviewing affirmative action plans, and to contractors seeking qualified minority group employees, and shall itself seek such employees.

Section 7 - The provision of this section shall not apply to any contract for less than \$5,000 or to bidders and contractors employing fewer than six persons provided that where the contract is for less than \$5,000 but not less than \$2,000, any City agency may apply the provision of this section to any contract, bidder, or contractor.

EQUAL EMPLOYMENT OPPORTUNITY

No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Reference Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and Section 112 of Public Law 92-65.

Form EDA-503. The Recipient and all Contractors, subcontractors, suppliers, lessees and other parties directly participating in the Recipient's project agree that during and in connection with the associated agreement relating to the Federally assisted program.

(1) They will comply, to the extent applicable, as Contractors, subcontractors, lessees, suppliers, or in any other capacity, with the applicable provisions of the Regulations of the United States Department of Commerce (Part 8 of Subtitle A of Title 15 of the Code of Federal Regulations) issued pursuant to Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and will not thereby discriminate against any person on the grounds of race, color, or national origin in their employment practices, in any of their own contractual arrangements, in all services or accommodations which they offer to the public, and in any of their other business operations, (2) they will provide information required by or pursuant to said Regulations to ascertain compliance with the Regulations and these assurances, and (3) their non-compliance with the nondiscrimination requirements of said Regulations and these assurances shall constitute a breach of their contractual arrangements with the Recipient whereby said agreements may be canceled, terminated or suspended in whole or in part or may be subject to enforcement otherwise by appropriate legal proceedings.

Executive Order 11246, 30 Fed. Reg. 12319 (1965) (Equal Opportunity Clause)

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will no discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure the applicants, are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- b. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
- c. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, record, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. Each Contractor and subcontractor of federally financed construction work is required to file an Equal Employment Opportunity Employer Information Report (EEO-1 on Standard Form 100) annually on March 31. Forms and instructions are available at the EDA Regional Office.
- g. In the event of the Contractor' noncompliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed (and remedies involved) as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the provisions of paragraphs a through h in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

1. Exemptions to Above Equal Opportunity Clause (4) CFR Chap.60):

- (1) Contracts and subcontracts not exceeding \$10,000 (other than government bills of lading) are exempt. The amount of the contract, rather than the amount of the Federal financial assistance, shall govern in determining the applicability of this exemption.
- (2) Except in the case of subcontractors for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.
- (3) Contracts and subcontracts not exceeding \$100,000 for standard commercial supplies or raw materials are exempt.

OTHER PROHIBITED INTEREST

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural,

engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interest personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

City of Framingham, Massachusetts

Date _____

To: City of Framingham, Massachusetts:

I have read the Affirmative Action Requirements and Equal Employment Opportunity as adopted by the City of Framingham on December 8, 1971 and approved by the Massachusetts Attorney General on March 14, 1972 and agree to affirmatively implement all practices necessary to comply with said requirements.

A copy of a portion of the City By-law is attached as part of the proposal specifications.

Signed _____
Name

Title

Contract No.: **RFP 7838**

For: **REAL PROPERTY
REVALUATION**