

CONTRACT FOR THE PROCUREMENT
OF
GOODS AND SERVICES

Service: Fiscal 2015 Re-Certification Program

Vendor: pk Valuation Group

Contract #:

January 2014



**Town of Scituate, Massachusetts
600 Chief Justice Cushing Highway
Scituate, MA 02066
www.scituatema.gov**

**Town of Scituate
600 Chief Justice Cushing Highway
Scituate, Massachusetts 02066**

H: CONTRACT-STANDARD CONTRACT

TOWN OF SCITUATE, MASSACHUSETTS
Contract Documents for the Procurement of Goods and Services

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AGREEMENT

The following provisions shall constitute an Agreement between the Town of Scituate, acting by and through its Town Administrator and/or Board of Selectmen, hereinafter referred to as "Town", and pk Valuation Group with an address of 29 College Street STE 10 South Hadley, MA. 01705 hereinafter referred to as "Contractor", effective as of the 27 day of MAY, 2014. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work in accordance with the specifications contained in Attachment A - Scope of Services: Fiscal 2015 Re-Certification Program

ARTICLE 2: TIME OF PERFORMANCE:

The contractor shall complete all work and services required on or before November 28, 2014. If completion is not achieved by said date, the Contractor shall be liable to the Town for liquidated damages in the amount of _____ per calendar day.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above, the contract sum of \$71,800 in accordance with the provisions of the specifications, or as set forth in an attachment hereto in Attachment B, the price proposal.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.
4. The contract may be terminated for convenience by the Town.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Scituate, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys' fees) that may arise out of or in connection with the work and/or service being performed or to be performed by the Contractor, its employees, agents, or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Scituate for damage to its property caused by the contractor, its employees, agents, subcontractors or materials. Contractor shall be solely responsible for all local taxes or

contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement.

1

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds. The contractor shall be obligated to provide services hereunder, only to the extent that said funds are available.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. Additionally, all amendments and changes shall be approved by the Finance Director/Town Accountant prior to execution by the awarding authority. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance as required by law

Coverage for all employees in accordance with Massachusetts General Laws

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L.v.62C, S49A, I certify under the penalties of perjury that the Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

20-0710060

Paul S. Kapinos & Associates, Inc.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name



By: Paul S. Kapinos, President
Corporate Officer
(If applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

TOWN of SCITUATE

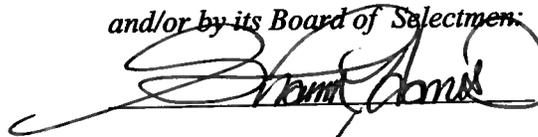
Awarding Authority Authorization:



by its Town Administrator, Patricia A. Vinchesi

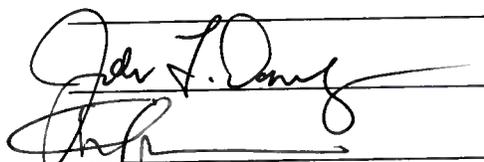
Paul S. Kapinos, President
Printed Name and Title

and/or by its Board of Selectmen:



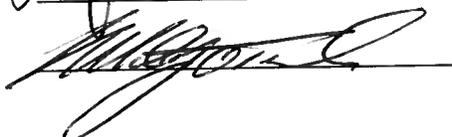
TOWN OF SCITUATE

Department Authorization:



001-141-520-5309
Department Acct # for Appropriation

by its Department Head



Procurement Compliance:

Amunisi, CPO

ATTACHMENT C

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of Paul S. Kapinos & Associates, Inc. (d/b/a pkValuation Group) held on February 14th, 2005 it was VOTED that Paul S. Kapinos, President of this company is hereby authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such Paul S. Kapinos under seal of the company, shall be valid and binding upon this company.

I hereby certify that I am the clerk of Paul S. Kapinos & Associates, Inc. and that Paul S. Kapinos is duly elected President of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

A True Copy,

Ellen J. Kapinos

ATTEST: Ellen Joy Kapinos, Esq., Clerk

PLACE OF BUSINESS: 29 College Street
South Hadley, MA 01075

CORPORATE SEAL



ATTACHMENT B

STATEMENT OF NON-COLLUSION

I, Paul S. Kapinos, of Paul S. Kapinos & Associates, Inc.(d/b/a pkValuation Group), whose principal place of business is located at 29 College Street, South Hadley, Massachusetts do hereby certify that:

1. The proposed bid price has been arrived at independently, without collusion, consultation or communication as to any other contractor or with any competitor.
2. The said bid price was not disclosed by the Contractor and was not knowingly discussed prior to the submission, directly or indirectly, to any other contractor or to any competitor.
3. No attempt was made by the Contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
4. This bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Signed under the penalties of perjury.

Name of Contractor: Paul S. Kapinos & Associates, Inc.(d/b/a pkValuation Group)

A handwritten signature in black ink, appearing to be 'P. Kapinos', written over a horizontal line.

By: _____
Paul S. Kapinos, President

ACKNOWLEDGMENT OF RECEIPT OF CONFLICT OF INTEREST LAW

Introduction to the Conflict of Interest Law for the Private Sector

The conflict of interest law, G. L. c. 268A , is one of several laws that govern your dealings with public officials and employees. Below are some of the general rules that you must follow. You could face civil and criminal penalties if you take a prohibited action. Many aspects of the law are complicated and there are often exemptions to the general rules. We encourage you to seek legal advice from the Commission regarding how the law would apply to you in a particular situation.

- **Bribery:** You may not offer or give anything to a public official in exchange for that official agreeing to perform or not perform an official act. This prohibition applies to *all* offers and gifts, regardless of their value. You also may not give, offer or promise anything to a public employee (or prospective public employee) with the intent to influence an official act, or to persuade the employee to commit, collude in or allow a fraud. (G. L. c. 268A , § 2)
- **Registered Executive and Legislative Agents:** If your job involves interaction with the state Legislature, the Executive Branch, or independent authorities, you should contact the Secretary of State's Office regarding whether you are required to register as an Executive or Legislative Agent. Registered Agents may not give *anything* to a public official or policy-making public employee, or to an immediate family member of a public official or policy-making public employee. This prohibition applies to meals, drinks, entertainment, and all other types of offers or gifts, regardless of their value. (G.L. c. 3, § 43)
- **Gifts and Gratuities:** Even if you are *not* a Registered Agent, you may not give a public official or *any* public employee anything "of substantial value" for or because of the official's duties. (G. L. c. 268A , § 3(a).)
 - Gifts that are worth \$50 or more are considered to be of "substantial value" and are therefore prohibited.
 - This restriction applies to meals, drinks, entertainment, discounts, free educational conferences, waived event admission costs, travel reimbursements, gifts of appreciation, retirement presents, and all other forms of gratuities that are given to public officials. Honoraria for speeches may be given to state legislators, but *not* to appointed officials or employees.

- If more than one gift is given to a public employee, the value of all gratuities may be aggregated to reach the "substantial value" threshold. The value of gifts given to immediate family members of a public employee may, in certain circumstances, be attributed to the public employee.
- "Standing offers" (*e.g.*, "call me anytime you want to go to a game") are almost always considered to be of "substantial value", even if the cost of a single event is less than \$50, because the public employee could accept the offer more than once.
- You *may* generally pay for travel and limited other expenses incurred by a public employee in connection with a "legitimate speaking engagement". Contact the Commission for more information about this exemption.
- You *may* pay for travel, meals and other costs for state Executive Branch employees who utilize the "Travel and Participation in Training Sessions Where Private Entities Provide Financing" process described in 801 CMR 7.00. Note that this process requires advance approval by the state employee's Agency Head and Cabinet Secretary.
- **Hiring Public Employees:** Except in rare instances, you may *not* pay or otherwise compensate a public employee in connection with any matter that is "of direct and substantial interest" to their public employer. (G. L. c. 268A , §§ 4(b), 11(b) and 17(b).)

Types of matters that are considered "of direct and substantial interest" to the Commonwealth (or, in the case of a county or municipal employee, the relevant public employer) include: any matter pending before, under the official jurisdiction of, or involving action by an agency, board, commission or department of the public employer; any effort to change regulations, policies or procedures; and any contract, court case, or other legal matter to which the public employer is a party.

- You *may* pay "special" state, county and municipal employees in connection with matters of interest to their public employers, if they have not personally participated in the matters, the matters are not under their official jurisdiction and not pending in their agency if they serve on more than 60 days a year. Also, special exemptions apply to state legislators; contact the Commission for more information.

- **Hiring Former Public Employees:** Former public employees and their business partners may *never* accept money or other forms of compensation in connection with matters in which they participated as public employees. Also, even if they did not personally participate in the matters, there is a one year "cooling-off" period before former public officials may personally appear before government agencies in connection with matters that had been under their official responsibility. (G. L. c. 268A, §§ 5, 12 and 18.)
- Special prohibitions apply to former state employees who worked on privatization contracts; contact the Commission for more information.

ACKNOWLEDGMENT OF RECEIPT

I, **Paul S. Kapinos**, a vendor for Town of Scituate, hereby acknowledge that I received a copy of the summary of the conflict of interest law for the private sector on **5-15-14**



Vendors should complete the acknowledgment of receipt and return it to the individual who provided them with a copy of the summary.

**REQUEST FOR PROPOSALS
LEGAL NOTICE
TOWN OF SCITUATE**

Pursuant to Massachusetts General Law Chapter 30B, the Town of Scituate, acting through its Chief Procurement Officer will accept sealed proposals for Fiscal 2015 Valuation Update for Real and Personal Property Values.

The Request for Proposals (RFP) may be obtained by contacting the Board of Assessors, 600 Chief Justice Cushing Highway, Scituate, MA. 02066, (781) 545-8714. RFPs may be obtained in person between 8:30 a.m. and 4:00 p.m. Monday through Friday beginning April 16, 2014. RFP's will be made available until May 2, 2014. Proposals will be accepted during normal business hours, Monday through Friday 8:30 a.m. to 4:00 p.m., and must be received no later than 4:00 p.m. Monday, May 5 at 10:00 a.m.at the Office of the Board of Assessors, 600 Chief Justice Cushing Highway, Scituate, MA. 02066.

The Town reserves the right to reject any and all proposals, or waive any irregularities or minor omissions deemed not in the best interest of the Town of Scituate.

All information pertaining to the contractors technical and management approach to completing this project as well as the proposed cost, timetable and staffing plan shall be presented in the proposal. The proposal must address, at minimum, each of the issues set forth in the Request for Proposals in order to be considered responsive. Any proposal, which does not respond to each issue in the Request for Proposals, shall be rejected by the Assessors as non-responsive. Minority and women-owned businesses are encouraged to apply.

The deadline for submittal of all sealed proposals is May 5, 2014 at 10:00 a.m. All inquiries and requests for information should be directed to Stephen Jarzembowski, Director of Assessing, c/o Board of Assessors, 600 Chief Justice Cushing Highway, Scituate, MA. 02066, (781) 545-8714.

Patricia A. Vinchesi
Chief Procurement Officer

REQUEST FOR PROPOSAL

The Board of Assessors, Town of Scituate, Massachusetts is seeking proposals for professional appraisal services to conduct an update of all residential, commercial, industrial, mixed-use, exempt and business personal property values in Scituate for Fiscal Year 2015. The update of all property values is pursuant to the General Laws of the Commonwealth of Massachusetts, and the rules and regulations of the Commissioner of Revenue.

Contractors desiring to provide services, according to the Request for Proposal specifications, must forward a sealed proposal to the Board of Assessors, no later than 10:00 a.m., May 5, 2014 at which time they will be publicly opened. A contract will be awarded within thirty (30) days, with contract execution within thirty (30) days of vendor selection.

Proposals must be submitted as follows:

1. The proposal shall be delivered in a sealed envelope clearly marked “Non-Price Proposal for the Fiscal 2015 Valuation update in the Town of Scituate”.
2. A second sealed envelope marked “Price Proposal for the Fiscal 2015 Valuation Update in the Town of Scituate”, with the project cost included therein.
3. If the proposals are submitted by mail, the separately sealed Proposal and Compensation envelopes must be marked as stated above and enclosed within an outer mailing envelope. The outer envelope shall display a notation “Non- Price Proposal and Price Proposal” on the face thereof.
4. Timely delivery of proposals at the location designated shall be the full responsibility of the Contractor.
5. Any proposals received after the time and date specified shall not be considered.

The proposal must address each of the technical and management issues set forth in the Request for Proposal in order to be considered responsive.

In addition to addressing each of the items in the specifications, the contractor must submit, as part of its proposal, the following information:

1. A letter of transmittal signed by the individual authorized to contractually bind the contractor stating that the offer is effective for at least sixty (60) days from the deadline for the submission of proposals. This letter shall include name, address and telephone number of the individual who should be contacted for the purpose of submitting additional information.
2. Written assurances that the contractor has complete knowledge and understanding of the Department of Revenue certification requirements and that the valuation update shall meet all the certification requirements for fiscal 2015.

3. A list of Massachusetts municipalities for which the contractor has completed valuation projects with the names and telephone numbers of contact persons within those communities.
4. A completed and signed certificate of Non-Collusion and Tax Compliance Certification.

The criteria upon which proposals will be evaluated include, but are not limited to the following:

1. Directness of response to the specifications.
2. Contractors must demonstrate technical capabilities and capacity to handle the Scituate project. Specified evidence of previous accomplishments in related projects will be weighted heavily.
3. Considerable weight will be assigned to the proposed staffing plan. Actual experience in similar projects with demonstrated success by the individual's proposed and each individual's time involvement with this project is highly desirable.
4. Willingness to assist the Assessor's office in understanding the project as it progresses. Any plans that utilize municipal employees in the contractor's plan of services *must* be specified in the proposal.
5. Contractor shall indicate the date of delivery and/or completion. Date(s) have a significant effect on which firm is awarded the contract.
6. Cost will be considered in the evaluation of the proposal but will not be the sole basis of determination. Contractors must demonstrate that they are qualified, reproachable and knowledgeable.

INTRODUCTION

The Town of Scituate is located in Plymouth County, Massachusetts and its area consists of about 38 square miles. The contractor will be responsible for the update of values for the following property classes and approximate parcel counts:

Residential	8,576
Commercial	182
Industrial	12
Mixed Use	57
Exempt	411
Taxable Business Personal Property	923

The entire project will be completed using computer generated values for all parcels using the Town's in-house assessment system, pkAssessment, licensed to the Town of Scituate by Paul S. Kapinos & Associates, Inc.

The purpose of this Request for Proposals is to update the fiscal 2015 property values in Scituate. The most recent value update took place in fiscal 2012. The contractor will be responsible to input appropriate information to generate fiscal 2015 values utilizing the present computer system.

TOWN OF SCITUATE
FISCAL 2015 REQUEST FOR PROPOSALS

MINIMUM EVALUATION CRITERIA

The minimum qualifications for participating contractors are as follows:

1. As of January 1, 2014, the contractor must have successfully completed a minimum of (5) five revaluation or interim year adjustment projects within Massachusetts during the prior (3) three years.
2. The contractor shall propose a timetable, which provides for a final certification date of no later than November 28, 2015 unless mutually changed by agreement of both parties.

Understanding of the project

- a. Contractor has demonstrated a thorough understanding of the purpose and scope of the project.
- b. Contractor has identified pertinent issues and potential problems related to the project.
- c. Contractor shall have complete knowledge of Massachusetts rules and regulations and General Laws pertaining to assessment administration and taxation.
- d. Contractor has demonstrated that it understands the guidelines proposed by the Town and that it understands what the Town expects the Contractor to provide.

Organization of the Firm

- a. Contractor has adequately described the size, structure and organization of its firm.

Experience Qualifications

- a. The person or persons responsible for the residential, commercial and industrial valuation processes shall have a minimum of ten (10) years' experience developing valuation of these types of properties.
- b. The contractor shall have expertise in Computer Assisted Mass Appraisal used in the Scituate Assessor's Office.

COMPARATIVE EVALUATION CRITERIA

1. Completion of past contracts on schedule.
 - a. Highly advantageous – all projects completed on schedule.
 - b. Advantageous – most projects completed on schedule.
 - c. Acceptable – less than half of the contracted projects completed on schedule.

- d. Unacceptable – no projects completed on time.
2. Number of projects completed over the prior five (5) years.
 - a. Highly advantageous – ten (10) or more in Massachusetts
 - b. Advantageous – less than ten (10) in Massachusetts
 - c. Acceptable – ten (10) or more in Massachusetts and other states
 - d. Unacceptable – less than five (5) in Massachusetts
 3. Regional office in eastern Massachusetts.
 - a. Highly advantageous – office in eastern Massachusetts
 - b. Advantageous - office in central Massachusetts
 - c. Acceptable – office in western Massachusetts
 - d. Unacceptable – no regional office in Massachusetts.
 4. Demonstration of experience in working with Assessors and community relations by evidence of such performance in other communities.
 - a. Highly advantageous – five (5) or more favorable references in Massachusetts
 - b. Advantageous – four (4) references in Massachusetts
 - c. Acceptable – one to three (1-3) references in Massachusetts
 - d. Unacceptable – no references

In order to evaluate this criteria, the proposers' must submit names, lists and dates of applicable projects with names and telephone numbers of contact persons, to substantiate information provided in conjunction with these requirements.

5. Successful completion of projects similar in size and scope to the Town of Scituate.
 - a. Highly advantageous – community with 9,000 parcels or greater
 - b. Advantageous – community with between 6,000 to 9,000 parcels including a mix of commercial and industrial properties
 - c. Acceptable – community less than 6,000 parcels including a limited mix of commercial and industrial properties
 - d. Unacceptable – community with less than 1,000 parcels including limited or no commercial and industrial properties
6. Timetable
 - a. Highly advantageous – successful completion of projects before desired completion date
 - b. Advantageous – successful completion of projects on desired completion date
 - c. Acceptable – successful completion of projects within four to six (4-6) weeks after desired completion date
 - d. Unacceptable – successful completion of projects more than six (6) weeks after desired completion date
7. Inspections
 - a. Highly advantageous – all required inspections are included in proposal
 - b. Acceptable – some of the required inspections are included in proposal
 - c. Unacceptable – none of the required inspections are included in proposal

GENERAL PROPOSAL EVALUATION CRITERIA

1. This proposal is solicited and will be awarded pursuant to the rules set forth under Chapter 30B of the Massachusetts General Laws.
2. All proposals meeting proposal requirements and conditions may be held by the Town of Scituate for a period not to exceed thirty (30) days from opening of the proposals, prior to the awarding of the contract. All contracts are subject to appropriation.
3. The contract shall be awarded to the most responsible and responsive contractor submitting the most advantageous proposal.

SPECIFICATIONS TOWN OF SCITUATE

SCOPE OF SERVICES

Consultant services:

Subject to the terms and conditions of these specifications, the contractor shall perform such professional services as will enable the Board of Assessors to determine the full and fair cash value of all property in the Town of Scituate, as of January 1, 2014, in accordance with Chapter 59 of the General Laws of the Commonwealth of Massachusetts.

TIMETABLE

All services requested under this proposal shall be completed by October 4, 2015 unless changed by mutual agreement between parties.

RESPONSIBILITIES OF THE CONTRACTOR

The contractor shall be required to perform the services described herein, and summarized as follows:

Data Collection

The contractor will be responsible for organizing files and gathering necessary information for later project phases. The contractor shall utilize the most recent parcel record information that the Assessor's office possesses. The contractor will be responsible for all Commercial, Industrial, and mixed use building permit review.

Data Entry

The contractor shall be responsible for the data entry of all information into the Town's mass appraisal software.

Valuation (All Classes)

The Contractor will physically inspect those valid sales throughout the town that have sold during calendar year 2013. The contractor shall analyze recent sales of properties within the Municipality. The contractor shall evaluate all factors affecting the market values of lots and parcels including the quality of neighborhoods, zoning restrictions, size, frontage, depth, shape, topography and all other relevant factors. The contractor will present all information including residuals in approved spreadsheet format for the Assessor's review. Based on this analysis, the contractor shall establish the land base schedule and implement this schedule into the mass appraisal software to value all real property within the scope of these specifications.

The contractor shall determine Replacement cost tables, and Physical, Functional and Economic depreciation schedules for all improvements in Scituate. The contractor will present all information for Assessor's review in an approved format. The contractor shall implement these table and schedules into the mass appraisal software.

Recollection of Exempt Parcels

The Contractor shall be responsible for the recollection of approximately 50 improved exempt parcels.

Building Permit Review

The Contractor shall be responsible for building permit review for all parcels.

INFORMAL HEARINGS

The contractor will aid in the preparation of valuation books and be available for general taxpayer questions at times mutually convenient during the new value public notification period.

DEFENSE OF VALUE

The contractor shall provide expert witness testimony to represent the Town at all appeals to any Court, Appellate Tax Board, or otherwise, of all valuation and/or classifications resulting from this project.

WORKPLAN

The contractor shall provide a comprehensive work plan of completion dates, staffing levels, and cost breakdown by percentage of total proposal.

PERSONAL PROPERTY

The contractor shall take such measures to ensure certification of personal property values in Scituate. At a minimum the contractor shall takes steps necessary to verify the accuracy of business personal property including but not limited to Form-of-List verification and valuation of existing account items and the complete listing of all “new” taxable business personal property located within the Town as of the valuation date of this project.

The contractor shall physically inspect and list the property inventory for each new taxable account, said list shall be a deliverable work product of this project.

DELIVERABLE PRODUCTS

1. A final property record card for each parcel.
2. All material and documentation used in the valuation process in spreadsheet format.
3. Any sales ratio studies developed during the project.
4. The depreciation schedules and sources.
5. All reports which support values and valuation formulas.
6. Income and Expense statements for properties using an income approach to valuation.
7. Documentation of all procedures used throughout the project.

DOR CERTIFICATION LIAISON

The contractor shall be available throughout the certification process, prepare all necessary certification documentation and liaison with Department of Revenue personnel to explain the certification process in Scituate.

PAYMENT SCHEDULE

The contractor shall present the Board with a written invoice of payment due on a monthly basis. Payment is due within thirty (30) days after the date of each bill.

Five percent (5%) of the total contract amount shall be withheld until such time as the Department of Revenue issues preliminary certification.

Five percent (5%) of the total contract amount shall be withheld until all informal hearings and related work have been completed.

INDEMNIFICATION

The contractor shall defend, indemnify, and hold harmless the Town of Scituate and the Board of Assessors against, any and all liability, loss, damages, or expenses relating to personal injury of property damages which the Town may sustain, occur, or be required to pay, arising out of, or in connection with services performed under any agreement, by reason of any negligent action or inaction or willful misconduct of the contractor or any of its sub-contractors.

GENERAL LEGAL COMPLIANCE

The contractor must comply with all Federal, State, and Local Laws, ordinances, rules or regulations, including labor laws, and those against discrimination, existing or adopted in the future which are applicable to the contractor pursuant to its obligations during this project.

ASSIGNMENT OF CONTRACT

The contractor shall not assign or in any way transfer any interest in any agreement without the prior written consent of the Board of Assessors.

COMPLIANCE OF AGREEMENT

The Board shall have the right to enter into and inspect the contractor's premises during normal working hours to inspect, monitor, or otherwise evaluate the project work performed, or being performed therein.

OWNERSHIP OF INFORMATION

Any information acquired by the contractor from the Town or from others at the expense of the Town in the performance of any agreement, shall be and remain the property of the Town. The contractor will agree to take reasonable steps to ensure the security of this information.

INSURANCE

Liability

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

Insurance Coverage

A. General

The Contractor shall, before commencing performance of the Contract, be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the Liability of the Contractor to any such kinds and amounts of insurance coverage. Certificates of Insurance for all required coverage's evidencing coverage's in force shall be supplied the Town prior to the commencement of work to be performed. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract, and may constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be carried and maintained at the sole expense of the Contractor.

B. Contractor's Comprehensive General Public Liability and Property Damage Liability

The Contractor shall carry Comprehensive General Liability Insurance with a Combined Single Limit for Bodily Injury and Property Damage in an amount not less two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the aggregate.

C. Comprehensive Automotive Liability and Property Damage Insurance

The contractor shall carry Automobile Liability limits with a Combined Single Limit for Bodily Injury and Property Damage in the amount of one million dollars (\$1,000,000.00). Such coverage shall include coverage for owned, non-owned and hired autos.

D. Worker' Compensation

The contractor shall carry Workers' Compensation Insurance as required by law.

FAILURE TO COMPLY WITH THE ABOVE CONDITIONS AND REQUIREMENTS OR ANY ATTACHED SPECIFICATIONS OR ANY OTHER MINIMUM QUALIFICATIONS WILL BE JUSTIFICATION TO REJECT ANY PROPOSAL AS INCOMPLETE

TERMINATION OF CONTRACT

Subject to the provisions of the section titled "Force Majeure", if the contractor shall fail to fulfill in a timely and satisfactory manner its obligations under any agreement, or if the contractor shall violate any of the covenants, conditions or stipulations of any agreement, which failure or violation shall continue for twenty one (21) days after written notice of said failure or violation is received by the contractor, then the Town shall thereupon have the right of termination of any agreement by giving written notice to the contractor of such termination and specifying the effective date thereof, at least seven (7) days prior to the effective date of such termination. In the event of termination all work and all documentation complete and incomplete, shall, at the option of the Town be delivered to it. The contractor shall be entitled to receive just compensation for any work performed under any agreement completed prior to the date of termination which is determined by the Town to be satisfactory.

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

FORCE MAJEURE

Neither party will be liable to the other, or deemed to be in breach under this agreement for any failure to perform, including, without limitation, a delay in rendering performance due to causes beyond its reasonable control, such as an order, injunction, judgment or determination of any Court of the United States or the Commonwealth of Massachusetts, an Act of God, civil disobedience, extraordinary weather conditions, or labor disputes. Dates or time of performance will be extended automatically to the extent of such delays, provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

CONFLICT OF INTEREST

The contractor agrees that to the extent that such law is applicable to the duties it is to perform hereunder, it shall comply with the provisions of Chapter 268A of the general laws concerning conflict of interest.

1. The contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required under any agreement.
2. No employee of this Municipality and no public official who exercises any function or responsibilities in the review or approval of the undertaking of any agreement shall:
 - A. Participate in any decisions relating to any agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly interested, except to the extent that the Board of Assessors must determine assessed values and perform functions related to such.
 - B. Have any financial interest, direct or indirect, in any agreement or proceeds thereof.
3. The contractor shall not contract with or employ an Assessor or other municipal employee of the Town in connection with this project.

PERSONNEL

The contractor shall provide experienced and qualified personnel. All personnel shall be subject to the approval of the Assessors.

1. Identification. All field personnel shall carry suitable I.D. cards which shall include a photograph. All automobiles used by field personnel shall be registered with the Scituate Police Department.
2. Conduct of Contractors Employees. The contractor's employees shall at all times treat the residents, employees, and taxpayers of the Town with courtesy and respect.

ITEMS FURNISHED BY THE TOWN

The Town shall furnish the following:

1. **Maps**
Two sets of current town maps.
2. **Property Record Cards**
Copy of each property record card.
3. **Building Permits**
Copies of commercial, industrial, and mixed use permits. Including call backs from previous fiscal years.
4. **Office Space**
The Town shall furnish to the contractor sufficient office space. All equipment to be furnished by the contractor.
5. **Computer Services**
The Town shall provide access to the Town's computer system and other such information from this system as necessary to complete this program. Computer access times to be mutually agreed upon by the Contractor and the Town.
6. **Permission for the Contractor to enter into property for the purpose of gathering assessment information.**
7. **Other information the Municipality may possess which may impact on market value or this project.**

INTEGRATION

All attachments referred to in any agreement are deemed to be part of any agreement.

ENTIRE AGREEMENT

Any agreement and the documents specified herein constitute the entire agreement of the parties and any other agreements, written or oral, that may exist are excluded from any agreement.

GOVERNING LAW

Any agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

AMENDMENT

No amendment to any agreement shall be effective unless it is in writing, signed by authorized representatives of both parties.

WAIVERS

No covenant, condition, duty, obligation, or undertaking contained in or made part of any agreement shall be waived except by the written agreement of both parties. Forbearance or indulgence in any form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and notwithstanding any such forbearance or indulgence, the other party shall have the right to invoke any remedy available under any agreement or under law or equity.

SEVERABILITY

If any provision of any agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations under that provision. The remainder of the agreement shall be enforced to the fullest extent permitted by law.

EFFECTIVE DATE

Any agreement shall be effective upon its execution by the contractor and the Board, and where applicable by review of the Commissioner of Revenue, to form and content, in accordance with Mass. General Laws Chapter 58, Section 1A and 830 code of Massachusetts Regulations 58.04.

SUBMITTAL MATERIALS

Price Proposal: Town of Scituate Fiscal 2015

Instructions: Each blank must be filled in and the completed section must be signed, identified as the Price Proposal, placed in a *separate envelope*, and sealed.

Project Cost Itemization

Service	Price
<i>Total Price</i>	

Per Diem Rates for Defense of Values:

The undersigned hereby agrees to furnish the TOWN in conformity with this proposal, any or all of the above articles at the price listed above.

Company:

Authorized Signature

ATTACHMENT A
CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A,

I, _____ of _____, whose principal place of business is located at _____ do hereby certify that the above-mentioned _____ has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signed under the penalties of perjury on this ____ day of _____ 20__.

Name of Contractor _____

By:

Title: _____

"No contract or agreement for the purposes of providing goods, services or real estate space to any ... agencies (of any subdivision of the Commonwealth including a city, town or district) shall be entered into, renewed or extended with any person unless such person certifies in writing, under penalties of perjury, that he has complied with all laws of the Commonwealth relating to taxes." M.G.L. C. 62C, S. 49A(b)

ATTACHMENT B

STATEMENT OF NON-COLLUSION

I, _____, of _____, whose principal place of business is located at _____ do hereby certify that:

1. The proposed bid price has been arrived at independently, without collusion, consultation or communication as to any other contractor or with any competitor.
2. The said bid price was not disclosed by the Contractor and was not knowingly discussed prior to the submission, directly or indirectly, to any other contractor or to any competitor.
3. No attempt was made by the Contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
4. This bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Signed under the penalties of perjury on this ____ day of _____, 20__.

Name of Contractor _____

By:

Title: _____

ATTACHMENT C

CERTIFICATE OF AUTHORITY
(Corporations Only)

_____, 20

At a meeting of the Directors of _____ duly called and held at _____ on the ____ day of _____, 20____, at which a quorum was present and acting, it was VOTED that _____ this corporation is hereby authorized and empowered to make, enter into, sign, seal and deliver on behalf of this corporation a contract for with the _____ of _____ Massachusetts.

I do hereby certify that the above is a true and correct copy of this record, that said vote has not been amended or repealed and is in full force and in effect as of this date, and that is the duly elected _____ of this corporation.

(Clerk) (Secretary) of the
Corporation

Attest:
(Affix Corporate Seal Here)

Attachment D.

**MASSACHUSETTS DEPARTMENT OF REVENUE
DIVISION OF LOCAL SERVICES
ASSESSMENT / CLASSIFICATION REPORT FY 2013**

SCITUATE						
PROP Personal Property TYPE Assessed Value	ACCT / CLASS 5 PARCEL COUNT	CLASS 1	CLASS 2	CLASS 3	CLASS 4	
		Residential	Open Space	Commercial	Industrial	
		Assessed Value	Assessed Value	Assessed Value	Assessed Value	
101	6,683	3,210,123,600				
102	524	208,689,300				
MISC.103,109	84	62,506,300				
104	135	69,186,300				
105	10	5,149,300				
111 - 125	12	15,029,300				
130-132, 106	1,128	63,015,800				
200 - 231	0		0			
300 - 393	147			102,092,800		
400 - 452	12				9,112,700	
CH.61 Land	6			1,780		
CH.61A Land	17			73,000		
CH.61B Land	6			1,722,450		
012 - 043	57	21,006,480	0	21,215,390	0	
501	815					5,145
502	104					6,342
503	0					
504,550-552	3					19,512
505	1					5,051
506	0					
508	6					1,634
TOTALS	9,750	3,654,706,380	0	125,105,420	9,112,700	37,686
REAL AND PERSONAL PROPERTY TOTAL VALUE						3,826,611
EXEMPT EXEMPT COUNT						248,592