

**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 the Fiscal 2025-2029 Valuation Updates 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) 545-8712. RFPs may be obtained in person 8:30 am - 4:00 pm Monday through Thursday and 8:30 am - 11:30 am Friday beginning May 1, 2024. RFP's will be available until May 23, 2024. Proposals must be received no later than May 31, 2024 10:00 a.m. in the Office of the Town Administrator, 600 Chief Justice Cushing Highway, Scituate, MA. 02066.

Minority and women-owned businesses are encouraged to apply.

All inquiries should be directed to Joseph DiVito, Jr, Director of Assessing, c/o Board of Assessors, 600 Chief Justice Cushing Highway, Scituate, MA. 02066, (781)-545-8712

## REQUEST FOR PROPOSALS

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 Years, 2025, 2026, 2027, 2028 and 2029. 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 Office of the Town Administrator, no later than 10:00 am May 31, 2024 at which time they will be publicly opened. A contract will be awarded within thirty (30) days, with contract execution within fifteen (15) days of vendor selection. The contract for this project is subject to annual appropriation.

Proposals must be submitted as follows:

1. The proposal shall be delivered in a sealed envelope clearly marked “Non-Price Proposal for the Fiscal 2025-2029 Valuation Services in the Town of Scituate”.
2. A second sealed envelope marked “Price Proposal for the Fiscal 2025-2029 Valuation Services in the Town of Scituate”, with the project cost included therein on the included Price Proposal form.
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.
6. The Town reserves the right to reject any and all bids received if not in the best interest of the Town of Scituate.

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 forty five (45) 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 valuation and certification requirements

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 all values listed in the LA4 for the following property classes and approximate parcel counts:

MASSACHUSETTS DEPARTMENT OF REVENUE  
 DIVISION OF LOCAL SERVICES  
 BUREAU OF LOCAL ASSESSMENT

**Scituate**

TOWN

### ASSESSMENT/CLASSIFICATION REPORT as of January 1, 2023 Fiscal Year 2024

Property Type	Parcel Count	Class1 Residential	Class2 Open Space	Class3 Commercial	Class4 Industrial	Class5 Pers Prop
101	6,855	6,316,827,300				
102	848	637,629,500				
MISC 103,109	95	137,311,700				
104	103	97,368,400				
105	9	8,408,300				
111-125	10	43,497,400				
130-32,106	838	67,009,700				
200-231	0		0			
300-393	143			155,953,900		
400-442	10				7,577,400	
450-452	2				6,781,000	
CH 61 LAND	2	3	0	2,060		
CH 61A LAND	9	5	0	99,230		
CH 61B LAND	3	4	0	2,593,280		
012-043	60	98,693,822	0	38,716,328	0	
501	1,216					13,824,720
502	77					1,843,880
503	0					0
504	3					50,892,150
505	2					3,600,500
506	0					0
508	3					1,976,900
550-552	0					0
<b>TOTALS</b>	<b>10,300</b>	<b>7,406,746,122</b>	<b>0</b>	<b>197,364,798</b>	<b>14,358,400</b>	<b>72,138,150</b>
<b>Real and Personal Property Total Value</b>						<b>7,690,607,470</b>
<b>Exempt Parcel Count &amp; Value</b>					<b>465</b>	<b>426,162,400</b>

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 and maintain property values in Scituate. The most recent Re-Certification was Fiscal 2024. The contractor will be responsible to input appropriate information to generate values utilizing the present computer system.

TOWN OF SCITUATE  
FISCAL 2025-2029 REQUEST FOR PROPOSALS

MINIMUM EVALUATION CRITERIA

The minimum qualifications for participating contractors are as follows:

1. As of January 1, 2024, 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 an annual completion date of September 15<sup>th</sup>.

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.

COMPARATIVE EVALUATION CRITERIA

1. Completion of past contracts for Vendor's Clients on schedule.
  - a. Highly advantageous – all contracted projects completed on schedule.
  - b. Advantageous – 75% of the contracted projects completed on schedule.
  - c. Acceptable – 50% of the contracted projects completed on schedule.
  - d. Unacceptable – less than 50% of the contracted projects completed on schedule.

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 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. Successful completion of projects similar in size and scope to the Town of Scituate.
  - a. Highly advantageous – community with 9,000 parcels or greater including a mix of waterfront, commercial, and industrial parcels
  - b. Advantageous – community with between 6,000 to 9,000 parcels including a mix of waterfront, commercial, and industrial parcels.
  - c. Acceptable – community less than 6,000 parcels including a limited mix of waterfront, commercial, and industrial parcels
  - d. Unacceptable – community with less than 2,000 parcels including limited mix of waterfront, commercial and industrial properties
  
5. 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 one to three (1 -3) weeks after desired completion date
  - d. Unacceptable – successful completion of projects more than three (3) weeks after desired completion date
  
6. Inspections
  - a. Highly advantageous – all required inspections are included in proposal
  - b. Advantageous – 80% of the required inspections are included in proposal
  - c. Acceptable – 50% of the required inspections are included in proposal
  - d. Unacceptable – less than 50% 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  
INTERIM YEAR UPDATES FY 2025-2028  
TOWN OF SCITUATE**

**SCOPE OF 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, of each year in accordance with Chapter 59 of the General Laws of the Commonwealth of Massachusetts. It is expressly agreed and understood that the Board of Assessors are ultimately responsible for the valuations.

**RESPONSIBILITIES OF THE CONTRACTOR**

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

**1. Interim Year Updates Fiscal Years 2025, 2026, 2027 and 2028**

1.1 DATA COLLECTION: Measure and List, as directed by the Director of Assessing, Building Permits in accordance with the Town's existing methodology including "call backs" on all appropriate parcels. Data Entry by CONTRACTOR.

1.2 MARKET ANALYSIS:

Analyze all qualified sales to determine assessment levels utilizing the *pk*Assessment System. Stratify sales and produce ratio analyses by class, neighborhood, quarter, price quartile, style, net living area, land size, etc. This shall include review of all sales, and follow-up on prior year vacancies and rentals, and recalculation of capitalization rates as required. Produce a summary of findings and recommendations to the Board of Assessors.

1.3 RE-CALIBRATE SYSTEM MODELS AND DOR DOCUMENTATION:

Adjust valuation models on the Town's *pk*Assessment System to reflect current market conditions after review and approval by the Town as required. Produce all required DOR reports required for approval of Interim Year Valuation Adjustments.

1.4 PERSONAL PROPERTY UPDATE:

The contractor shall physically inspect all new accounts and accounts not inspected in the past ten years. Re-price all existing records as of 1/01/ of each year, review the Forms of List and modify the accounts as required. Conduct annual appraisals of all 504 utilities per Department of Revenue Guidelines

1.5 NEW GROWTH REVIEW AND DOR FORMS PRODUCTION:

Review data entry and pricing of all permits. Tabulate and produce the following DOR forms: INTERIM YEAR ADJUSTMENT FORM, LA-4, and LA-13.



## **2.0. Cyclical Inspection Program**

Measure and list as directed by the Principal Assessor improved Real Property in accordance with the Town's existing methodology and Valuation System, including "call backs" on all appropriate parcels. All properties must have an updated digital photograph of each major structure.

The Inspections will include:

- a. Measurement of all structures on each parcel, unless denied access by the party in residence (to be noted on the inspection log);
- b. A complete interior inspection of all structures, unless denied access by the party in residence (to be noted on the inspection log);
- c. Completion of a form to update or confirm information currently noted on the appropriate property record card for the parcel;
- d. Correction of the sketch on the appropriate property record card; e. A digital image in jpg format of all dwellings front and back and a view photo where applicable;
- f. A complete log of field activities showing date and time of inspection.
- g. Data Entry to be performed by CONTRACTOR

### **TIMETABLE**

All services requested under this proposal shall be completed by September 15<sup>th</sup> of each year unless changed by mutual agreement between parties.

### **WORKPLAN**

The contractor shall provide a work plan of completion dates and staffing.

### **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.

**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.

Ten percent (10%) of the total contract amount shall be withheld until such time as the Department of Revenue issues approval of the annual submittal forms.

**SPECIFICATIONS  
FY 2029 RE-CERTIFICATION  
TOWN OF SCITUATE**

**SCOPE OF 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, 2028, 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 September 15, 2028 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:

1.1 DATA COLLECTION: Measure and List, as directed by the Director of Assessing, Building Permits in accordance with the Town’s existing methodology including “call backs” on all appropriate parcels. Data Entry by CONTRACTOR.

1.2 MARKET ANALYSIS:

Analyze all qualified sales to determine assessment levels utilizing the *pk*Assessment System. Stratify sales and produce ratio analyses by class, neighborhood, quarter, price quartile, style, net living area, land size, etc. This shall include review of all sales, and follow-up on prior year vacancies and rentals, and recalculation of capitalization rates as required. Produce a summary of findings and recommendations to the Board of Assessors.

1.3 RE-CALIBRATE SYSTEM MODELS AND DOR DOCUMENTATION:

Adjust valuation models on the Town’s *pk*Assessment System to reflect current market conditions after review and approval by the Town as required. Produce all required DOR reports required for approval of the FY 2029 Re-Certification

#### 1.4 PERSONAL PROPERTY UPDATE:

The contractor shall physically inspect and list all new accounts and accounts not inspected in the past ten years. Re-price all existing records as of 1/01/28, review the Forms of List and modify the accounts as required. Conduct an appraisal of all 504 utilities per Department of Revenue Guidelines

#### 1.5 NEW GROWTH REVIEW AND DOR FORMS PRODUCTION:

Review data entry and pricing of all permits. Tabulate and produce the following DOR forms: RE-CERTIFICATION FORMS- LA-4, and LA-13 and any other documents required to obtain the certification of all FY 2029 values.

#### Valuation (All Classes)

The Town of Scituate Assessing staff will physically inspect those valid sales throughout the town that have sold during calendar year 2027. 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.

#### WORKPLAN

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

#### 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.

### **ADDITIONAL TERMS AND CONDITIONS FOR ALL WORK CONDUCTED FOR FISCAL 2025 - 2029**

### **COMPLIANCE OF AGREEMENT**

The Town 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.

**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**

## **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.

**SUBMITTAL MATERIALS**

**Price Proposal: Town of Scituate Fiscal 2025 through 2029**

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.

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Project Cost Itemization	
Service	Price
Fiscal 2025 Interim Update	
Fiscal 2026 Interim Update	
Fiscal 2027 Interim Update	
Fiscal 2028 Interim Update	
Fiscal 2029 Re-Certification	
Price per Parcels Data Collection Residential	
Price per Parcels Data Collection C&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: \_\_\_\_\_

# RETURN WITH BID FORM

## **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.

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

\_\_\_\_\_  
Signature of Individual or  
Corporate Name

By: \_\_\_\_\_  
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**

by

\_\_\_\_\_  
\_\_\_\_\_  
Printed Name and Title

### **TOWN of SCITUATE**

Awarding Authority Authorization:

**TOWN OF SCITUATE**  
Department Authorization:

\_\_\_\_\_  
*Department Acct # for Appropriation*

\_\_\_\_\_  
*by its Department Head*

Procurement Compliance:

\_\_\_\_\_  
*by its Procurement Manager*

Certification as to Availability of Funds:

\_\_\_\_\_  
*by its Finance Director/Town Accountant*



# RETURN WITH BID FORM

## **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under the 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.

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(Signature of person signing bid or proposal)

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(Name of Business)

---

(Date)

***SAMPLE CONTRACT***

**PROCUREMENT  
OF  
GOODS AND SERVICES**



**Town of Scituate, Massachusetts  
600 Chief Justice Cushing Highway  
Scituate, MA 02066  
[www.scituatema.gov](http://www.scituatema.gov)**

**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 \_\_\_\_\_ with an address of \_\_\_\_\_ hereinafter referred to as “Contractor”, effective as of the \_\_\_ day of \_\_\_\_\_, 2024. 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

### **ARTICLE 2: TIME OF PERFORMANCE:**

The contractor shall complete all work and services required on or before \_\_\_\_\_. 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 not to exceed \$\_\_\_\_\_ in accordance with the provisions of the unit price specifications, and as set forth in an attachment hereto in Attachment A, 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.

**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.

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

\_\_\_\_\_  
Signature of Individual or  
Corporate Name

By: \_\_\_\_\_  
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**

by

**TOWN of SCITUATE**

Awarding Authority Authorization:

\_\_\_\_\_  
\_\_\_\_\_  
Printed Name and Title

**TOWN OF SCITUATE**  
Department Authorization:

\_\_\_\_\_  
*Department Acct # for Appropriation*

*by its Department Head*

Procurement Compliance:

\_\_\_\_\_  
*by its Procurement Manager*

Certification as to Availability of Funds:

\_\_\_\_\_  
*by its Finance Director/Town Accountant*

**CERTIFICATE OF VOTE**

(Corporations only should complete this form)

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

\_\_\_\_\_ held on \_\_\_\_\_ it was VOTED that  
(Name of Corporation) (Date)

\_\_\_\_\_  
(Name) (Officer)

of this company, be and hereby is 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 officer under seal of the company, shall be valid and binding upon this company.

I hereby certify that I am the clerk of the above named corporation and that \_\_\_\_\_ is the duly elected officer as above of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as the date of this contract.

\_\_\_\_\_  
Date (Clerk)

Corporate  
Seal



**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under the 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.

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(Signature of person signing bid or proposal)

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(Name of Business)

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(Date)

## **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.

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**ACKNOWLEDGMENT OF RECEIPT**

I, \_\_\_\_\_, 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 \_\_\_\_\_.

\_\_\_\_\_

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

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
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### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.