****

**TOWN OF DALTON**

**REQUEST FOR PROPOSALS**

**for**

**TAX ASSESSEMENT SERVICES**

**FOR THE THREE FISCAL YEARS**

**2026, 2027, and 2028**

**Response due: Wednesday, January 22, 2025 at 3:00 PM**

TOWN MANAGER

462 Main Street, Dalton, MA 01226

TOWN HALL – (413) 684-6111 Ext. 201

*December 31, 2024*

TOWN OF DALTON

Request for Proposals

**For Tax Assessment Services**

The Town of Dalton is seeking resumes, technical proposals, and price proposals from qualified firms to provide the Town with property tax assessment services for a three fiscal year period. Due to the technical nature of the services required under the proposed contract, the Town has determined that this procurement is best served by using the RFP process under Massachusetts General Laws, Chapter 30B, §6. Such a process will enable the Town to evaluate the experience of the contractor and his or her ability to carry out the Town's mandate of fair and equitable taxation. Because property tax assessment is an important component of the Town’s overall financial health, it is important that the Town have the ability to select the most advantageous proposal on the basis of both technical expertise and cost.

Price proposal should be in a separate sealed envelope from technical proposal. Proposals must meet minimum requirements to be considered responsive. Between or among proposals rated technically equal, the Town would select the lowest cost of those equally rated proposals, based on the three-year total.

**Proposals are due by Wednesday, January 22, 2025 at 3:00 PM, per submittal requirements to: Town Manager, 462 Main Street, Dalton, MA 01226.** Late proposals will **not** be accepted. E-mailed or faxed proposals will **not** be accepted. The Town of Dalton is an Equal Opportunity/Affirmative Action Employer and encourages MBE/WBE firms to submit proposals. The town reserves the right to reject any or all proposals if deemed in the public’s best interest to do so.

Request for proposal packages are available between 9:00 a.m. and 4:00 p.m. Monday through Thursday by contacting:

Thomas W. Hutcheson, Town Manager

Town of Dalton

462 Main Street

Dalton, MA 01226

Tel. 413-684-6111 Ext. 201

thutcheson@dalton-ma.gov ***and*** amaschino@dalton-ma.gov

**Assessment Services**

Request for Proposals

The Town of Dalton is requesting proposals under M.G.L. Ch. 30B, §6, from qualified consultants to provide the Town with property tax assessment services for a three-fiscal-year period. The Request for Proposal (RFP) process will enable the Town to assign higher ratings to consultants who can demonstrate prior experience in providing similar services to other towns in the Commonwealth. Following receipt and review of the submitted proposals, interviews may be conducted prior to making the final selection.

**GENERAL INFORMATION**

1. **Background**
2. The Town of Dalton, incorporated in 1784 has a population of 6,330 and a total town budget for FY 2025 of approximately $21 million. The Town of Dalton encompasses about 22 square miles. It has 2,778 parcels of property which include roughly 1,986 single family homes. Real and Personal Property taxable values for fiscal year 2025 are $959,176,725. Commercial and industrial properties make up about 14.05% of that. Taxes are billed quarterly.

2. The Town is governed by a five-member Board of Selectmen, elected for three-year staggered terms. The Town’s legislative body is an open Town Meeting.

3. The Board of Assessors is a three-member Board whose usual member’s terms are for one year, appointed annually by the Town Manager with Select Board ratification.

4. The next complete revaluation will be in Fiscal Year 2030.

5. This is a three-year contract, subject to appropriation at the May 5, 2025 annual Town Meeting and those following for the duration of the contract.

1. **Description of Records**
2. The Town maintains its general records in accordance with the Uniform Municipal Accounting System established by the Bureau of Accounts on a modified accrual basis.
3. The Assessors records are currently maintained in the Catalis-Patriot Properties system and the tax billing financial software is QDS.

All proposals shall at a minimum address the requirements which follow:

**SCOPE OF SERVICES**

Reporting first to the Board of Assessors and ultimately to the Town Manager, the successful candidate will provide a plan for providing the following assessment services to the Town.

The Town expects to be bringing some functions in house, so there are slight differences in Years Two and Three.

Please note that building permit inspections and the related data entry for that function will be done in-house for all three years.

Please note further that the following functions are also not requested:

* Review, inspect and prepare recommendations to the Board of Assessors relative to real estate and personal property abatements;
* Process land divisions and set up new tax accounts;

***Year One (FY 2026)***

First Section:

* Conduct inspections on all new business personal property accounts and maintain and update personal property database;
* Conduct cyclical inspections for 20% of properties each year;
* Insure the timely preparation and processing of valuations for real estate and personal property tax bills;
* Advise the BOA and town staff on matters relating to the administration and taxation of personal property.
* Prepare new growth estimates for budget planning purposes;
* Review prior year’s real estate sales;
* Prepare for BOA review an annual assessment-to-sale ratio report;
* Prepare the fiscal year real estate and personal property billing file, working with the Tax Collector to insure the proper billing of real estate and personal property;
* Revise land value and classification records for chapter land properties;
* Assist with those issues requiring expertise in the day-to-day administration of the office;
* Assist with those issues of a higher-order requiring valuation or tax administration expertise;
* Assist with other requirements of this Scope of Services including a Personal Property Appraiser and Property Lister;
* Meet periodically with the Board of Assessors;
* Assist the Town in such other capacities as the Board of Assessors may approve.

Second Section:

* Prepare for and represent the Board of Assessors at all Appellate Tax Board hearings serving as the Town's expert on property tax valuation matters.

***Year Two (FY 2027):***

Please note that the following task from Year One (FY 2026) is **not** included in Year Two: “Conduct cyclical inspections for 20% of properties each year.”

First Section:

* Conduct inspections on all new business personal property accounts and maintain and update personal property database;
* Insure the timely preparation and processing of valuations for real estate and personal property tax bills;
* Advise the BOA and town staff on matters relating to the administration and taxation of personal property.
* Prepare new growth estimates for budget planning purposes;
* Review prior year’s real estate sales;
* Prepare for BOA review an annual assessment-to-sale ratio report;
* Prepare the fiscal year real estate and personal property billing file, working with the Tax Collector to insure the proper billing of real estate and personal property;
* Revise land value and classification records for chapter land properties;
* Assist with those issues requiring expertise in the day-to-day administration of the office;
* Assist with those issues of a higher-order requiring valuation or tax administration expertise;
* Assist with other requirements of this Scope of Services including a Personal Property Appraiser and Property Lister;
* Meet periodically with the Board of Assessors;
* Assist the Town in such other capacities as the Board of Assessors may approve.

Second Section:

* Prepare for and represent the Board of Assessors at all Appellate Tax Board hearings serving as the Town's expert on property tax valuation matters.

***Year Three (FY 2028):***

Please note that the following task from Year 2 (FY 2027) is **not** included in Year Three: “Conduct inspections on all new business personal property accounts and maintain and update personal property database.”

First Section:

* Insure the timely preparation and processing of valuations for real estate and personal property tax bills;
* Advise the BOA and town staff on matters relating to the administration and taxation of personal property.
* Prepare new growth estimates for budget planning purposes;
* Review prior year’s real estate sales;
* Prepare for BOA review an annual assessment-to-sale ratio report;
* Prepare the fiscal year real estate and personal property billing file, working with the Tax Collector to insure the proper billing of real estate and personal property;
* Revise land value and classification records for chapter land properties;
* Assist with those issues requiring expertise in the day-to-day administration of the office;
* Assist with those issues of a higher-order requiring valuation or tax administration expertise;
* Assist with other requirements of this Scope of Services including a Personal Property Appraiser and Property Lister;
* Meet periodically with the Board of Assessors;
* Assist the Town in such other capacities as the Board of Assessors may approve.

Second Section:

* Prepare for and represent the Board of Assessors at all Appellate Tax Board hearings serving as the Town's expert on property tax valuation matters.

The successful candidate will be responsible for all costs of employment including FICA, unemployment taxes, health insurance, property/casualty and liability insurance, workers’ compensation, retirement, training, and mileage.

This AGREEMENT presupposes that the Town will provide clerical/administrative support to the Assessors’ office.

**MINIMUM QUALIFICATIONS**

Proposers must be able to meet a set of minimum requirements in order to be considered “responsive” to the RFP, and therefore eligible for further rating based on the comparative evaluation criteria. If the proposer does not meet the minimum criteria, their proposal will be rejected without further review. The Town of Dalton reserves the right to reject any and all proposals if deemed in the best interest of the town. The Town’s evaluators must answer YES or NO to each question below. The consensus evaluation for each question must be YES for the consultant to move to the next evaluation round.

The Town of Dalton seeks a consultant with considerable tax assessment and administration experience to participate in the operations of the Assessors’ Office. All staff provided by the proposer must possess these minimum qualifications; please indicate this clearly in your RFP, and name the principal contact for the Town:

a) Have successfully completed the Massachusetts Department of Revenue Course 101 on property tax administration;

1. Appraiser/Consultant will have at least eight years’ experience within the Commonwealth of Massachusetts, and demonstrated success in managing the affairs of multiple offices;
2. Demonstrate at minimum two years’ experience plus two years’ town revaluations with the Patriot Properties or AssessPro systems.

**EVALUATION CRITERIA**

In accordance with MGL Chapter 30B, an evaluation rating system will be applied to each of the criteria listed below for comparative evaluation of those proposals deemed to meet the minimum qualifications above. In keeping with the state’s standardized procurement process, each of the following criteria will be ranked by reviewers using one of these three standards: non-advantageous, advantageous and most advantageous. Any proposal that receives a non-advantageous rating in any of the following criteria will not be considered for further review by the Town. Proposers will then be ranked by adding the consensus rankings for all the criteria and the committee will decide which proposers it will interview. The following criteria will be used by the proposal’s evaluators:

1. **Principal Contact experience** (please note prominently in proposal) in Massachusetts providing contract assessment services:

* Highly advantageous – Ten or more years
* Advantageous – More than five and fewer than ten years.
* Not advantageous – More than two and fewer than five years.
* Unacceptable – Fewer than two years.

2. Experience working with multiple communities:

* Highly advantageous – Experience working with five or more communities at one time
* Advantageous – Experience working with three or four communities at one time.
* Not advantageous – Experience working with two communities at one time.
* Unacceptable – No experience working with multiple communities.

3. Computer Systems knowledge and experience:

* Highly advantageous –10 or more years working with the Patriot Properties or AssessPro systems
* Advantageous – 5 to 10 years working with the Patriot Properties or AssessPro systems
* Not advantageous – 2 to 5 years working with the Patriot Properties or AssessPro systems
* Unacceptable – Fewer than 2 years working with the Patriot Properties or AssessPro systems

4. Conducted Residential Revaluations:

* Highly advantageous – Conducted six or more residential revaluations.
* Advantageous – Conducted three to five residential revaluations.
* Not advantageous – Conducted one revaluation of residential properties.
* Unacceptable – Conducted no revaluation of residential properties.

5. Conducted Commercial/Industrial Revaluations:

* Highly advantageous – Conducted three or more complete commercial/industrial revaluations.
* Advantageous – Conducted two complete commercial/industrial revaluations.
* Not advantageous – Conducted one commercial/industrial revaluation.
* Unacceptable – Conducted no commercial/industrial revaluations.

6. Prepared cases for and represented a municipality before the Appellate Tax Board:

* Highly advantageous – Prepared for and represented municipalities in twenty or more Appellate Tax Board hearings.
* Advantageous – Prepared for and represented municipalities in ten to twenty Appellate Tax Board hearings.
* Not advantageous – Prepared for and represented municipalities in five to ten Appellate Tax Board hearings.
* Unacceptable – Prepared for and represented municipalities in fewer than five Appellate Tax Board hearings.

7. Prepared cases for and represented a municipality before the Appellate Tax Board regarding commercial or industrial property cases:

* Highly advantageous – Prepared for and represented municipalities in at least five commercial or industrial cases.
* Advantageous – Prepared for and represented municipalities in three to five commercial or industrial cases.
* Not advantageous – Prepared for and represented municipalities in fewer than there commercial or industrial cases.
* Unacceptable – Prepared for and represented no municipalities.

**COST EVALUATION**

**The price proposal must not be included in the technical proposal, but must be submitted in a separate sealed envelope.** For those responsive proposals that remain in contention after the technical evaluation, cost will be evaluated for the competitiveness of the cost proposal, and appropriateness of proposed cost to the proposed level of effort. The town will not necessarily award the contract to the lowest qualified bidder and, with appropriate justification and rationale, may select a proposal with a higher cost. Between or among proposals rated technically equal, the town would select the lowest-cost, equally rated proposal.

**BID OPENING**

Bids will be opened at 3 p.m., Wednesday, January 22. A register of proposers and any amendments will be available after that time. Evaluation of non-price proposals will commence directly after the opening.

**RULE FOR AWARD**

The Town will select the responsive and responsible provider of assessment services submitting the most advantageous proposal for providing the services, taking into consideration the consultant’s experience, staff capacity, and references, as well as the TOTAL proposal price.

**PROPOSED CONTRACT**

A sample contract, with supplementary conditions, is provided as Attachments A, B, and C within this RFP packet to indicate the terms and conditions expected by the Town. The successful bidder’s technical and price proposals will become an addendum to the final contract form**.**

The Town reserves the right to incorporate additional attachments before final signing. The contract is for a three-year period starting July 1, 2025, and is subject to appropriation from the Town for each of the three years. The funding will be requested each year as part of the Assessors’ operating budget.

**NOTICE OF AWARD**

The Notice of Award will be contingent on Town Meeting funding and shall be made within 30 days of the deadline for receipt of proposals. Town Meeting will be Monday, May 5, 2025.

**CONTENTS OF PROPOSALS**

The proposer must include three originals of the following:

 - A cover letter, signed by an individual authorized to bind the firm, partnership, joint venture, etc.;

* A commitment of staff to perform on the project as described in the proposal;
* Signed certifications regarding tax payments, non-collusion and an additional statement that no conflict of interest exists;
* Statement of company insurances coverage including property and casualty, liability, and workers’ compensation insurance. (Note: Prior to beginning work, the contractor must supply the town with insurance certificates naming the Town of Dalton as a co-insured for all insurance except Workers Compensation.);
* The proposer shall provide resumes for the proposed staff;
* The proposer should provide as a part of his or her technical proposal three (3) references from communities for which he/she currently serves as an appraiser/consultant;
* In a separately sealed envelope, the cost proposal should include the total dollar amount to perform this work with costs broken down by major task or activity using the Scope of Services section of this RFP. Amount must also be stated as an annual fiscal year cost and total contract cost using the price proposal sheet attached.

### SUBMISSION/PROPOSAL DUE DATE

Proposals are due with three (3) paper copies to the Town no later than 4:00 p.m. on **Wednesday, January 22, 2024** by mail or hand delivery to:

Town Manager

462 Main Street

Dalton, MA 01226

**Proposals must be submitted in a sealed outer envelope or box clearly marked on the outside:**

**“Dalton Property Tax Assessment Services”**

Inner envelopes, which must be sealed, must be clearly marked “Non-Price Technical Proposal” and “Price Proposal”. Price proposals will be securely kept by the Town Manager and not disclosed to the selection panel until it has completed its evaluation of the proposed contracts.

**Miscellaneous Provisions:**

* **Rejection of Proposals** – The Town reserves the right to reject any or all proposals.
* **Revisions** – If the Assessors determine that it is necessary to change any part of this RFP or provide additional information or clarifications, an addendum will be issued and furnished to each prospective respondent who has received a copy of this RFP. Vendors must acknowledge in writing their receipt of any addenda issued, a copy of which must be included in the proposal.
* **Withdrawal of Proposals** – Proposals may be withdrawn by written request up until the deadline for submission of proposals.
* **Late Proposals** – Late proposals will not be accepted.
* **Amendments to Proposals** – Proposals may be amended up until the deadline for submission of the proposals. Amendments must be submitted sealed and in writing, clearly stating the changes to the proposal.
* **Proposals are Firm Offers -** Proposals responding to this RFP are considered firm and may not be withdrawn after 3:00 PM on January 22, 2024. Proposed prices must be firm until May 6, 2025.
* **Expenses** – All expenses associated with preparing and submitting proposals, including any interviews shall be the responsibility of the proposer.
* **Laws/Regulations** - The successful proposer shall comply with all federal, state and local laws and regulations pertaining to the performance of the contract.
* **Return of Proposal Materials** – One copy of the proposal must be retained by the Town of Dalton; however, additional copies of the proposal may be retrieved by proposers not selected for project after contract award.
* **Contract Award** – The responsible and responsive proposals will be reviewed upon receipt, with the intent to award the contract May 6, 2025, the day after the Town’s annual Town Meeting.
* **Funding** – Funding for all years is contingent on Town Meeting votes. The item will be presented as a line in the Assessors’ budget.

**TOWN OF DALTON**

Assessing Services Price Proposal

**THIS PROPOSAL SUBMITTED BY:**

COMPANY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: ­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY and STATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TELEPHONE NO.: ( ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Fiscal Year 1 through June 30, 2026):**

**First Section: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Second Section: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Fiscal Year 2 (July 1, 2026 through June 30, 2027): $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**First Section: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Second Section: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Fiscal Year 3 (July 1, 2027 through June 30, 2028): $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**First Section: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Second Section: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **TOTAL CONTRACT PRICE: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PROPOSER MUST SIGN THE FOLLOWING IN INK:**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PLEASE PRINT NAME AND TITLE OF SIGNER BELOW:**

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TOWN OF DALTON**

**Assessment Services**

**CERTIFICATIONS – 1**

**NON-COLLUSION STATEMENT**

The undersigned proposed has not divulged to, discussed or compared his/her proposal with other proposers and has not colluded with any other proposer or parties to the proposal whatever.

**PROPOSER MUST SIGN THE FOLLOWING IN INK:**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PLEASE PRINT NAME AND TITLE OF SIGNER BELOW:**

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NAME, SIGNATURE AND COMPANY MUST BE THE SAME ON EACH OF THE FOLLOWING PAGES OF THE PROPOSAL AS THEY APPEAR ABOVE.**

**INDICATE WHICH TYPE OF ORGANIZATION BELOW:**

INDIVIDUAL \_\_\_\_\_\_ PARTNERSHIP \_\_\_\_\_\_ CORPORATION \_\_\_\_\_\_\_ OTHER \_\_\_\_\_\_

**TOWN OF DALTON**

**Assessment Services**

**CERTIFICATIONS – 2**

**Certification that State Taxes Are Filed and Paid:** Pursuant to section 49A of Chapter 62C of the General Laws, the following certification must be completed and attached to the bid or proposal:

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law. My social security number (voluntary) or Federal Identification number is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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

 *Signature of Individual/Corporate Name (Mandatory)*

 Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Corporate Officer (Mandatory, if applicable)

Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approval of a contract or other contract or other agreement will not be granted unless this certification clause is signed by the applicant(s). Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filings or tax payment obligations. Providers who fail to correct non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

**TOWN OF DALTON**

**Assessment Services**

**CERTIFICATIONS – 3**

**Certificate of Non-Conflict of Interest**:

The undersigned certifies under penalties of perjury that no official or employee of the governmental body for which the attached solicitation is proposed is peculiarly interested in this proposal or bid or in the contract which it offers to execute or in expected profits to arise there from; and further that no official or employee of said governmental body will receive a commission, discount, bonus, gift, contribution, or received from or share in the profits of any person making or performing such contract. 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.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

 *Name of Person signing bid or proposal*

Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *Name of Person*

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *Name of Business*

**ATTACHMENT A:**

**SAMPLE CONTRACT**

AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2025 by and between the TOWN of DALTON, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 462 Main Street, Dalton, Massachusetts, hereinafter referred to as the “TOWN”, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_ corporation, having a usual place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the “CONTRACTOR”.

**WITNESSETH**:

Whereas, the TOWN invited the submission of proposals for the purchase and delivery of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter “the Project”; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project, and the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement, the Invitation to Bid, Instructions to Bidders and the CONTRACTOR’s Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. The Work. The Work consists of [scope of services in RFP as an attachment].

3. Term of Contract. This Agreement shall be in effect from \_\_\_\_\_\_\_\_\_\_\_and shall expire on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, unless terminated earlier pursuant to the terms hereof.

4. Compensation. The TOWN shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement. Total Bid Price $\_\_\_\_\_\_\_\_\_\_\_\_\_.

5. Payment of Compensation. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.

6. Liability of the TOWN. The TOWN’s liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.

7. Independent CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent CONTRACTOR for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.

8. Indemnification. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney’s fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.

9. Insurance. A. The CONTRACTOR shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set out in Attachment A.

 B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. Assignment. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. Termination. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of our resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. Inspection and Reports. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.

13. Successor and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.

14. Compliance with Laws. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

15. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

16. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

17. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

18. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

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

# I certify that an appropriation TOWN OF DALTON, MA

is available in the amount of this By its:

Contract. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Town Accountant Town Manager

 CONTRACTOR:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Signature)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Name and Title)

**SAMPLE ATTACHMENT B:**

**SUPPLEMENTAL CONTRACT CONDITIONS**

***INSURANCE***

 The Contractor shall at all times during the Contract maintain in full force and effect Employer’s Liability, Workers’ Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of the Indemnity paragraph. All insurance shall be by insurers and for policy limits acceptable to the Town and before commencement of work hereunder the Contractor agrees to furnish the Town certificates of insurance to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

 “This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder.”

 For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

 **COVERAGES LIMITS OF LIABILITY**

Workers’ Compensation Statutory

Employer’s Liability $500,000

Bodily Injury Liability $500,000 each occurrence

 Except Automobile $1,000,000 aggregate

Property Damage Liability $500,000 each occurrence

 Except Automobile $1,000,000 aggregate

Automobile Bodily Injury $500,000 each person

 Liability $1,000,000 each occurrence

Automobile Property Damage $500,000 each occurrence

 Liability

Excess Umbrella Liability $1,000,000 each occurrence

 The Town of Dalton shall be named as an additional insured under the liability and automobile insurance. The general liability policy should contain a broad form general liability endorsement.

***MAINTENANCE OF RECORDS***

 The Contractor shall comply with Massachusetts General Laws with regards to maintenance of project records.

***MODIFICATIONS***

 No modifications, waiver, or change shall be made in the terms and conditions of this Contract, except as may be mutually agreed upon in writing by all parties hereto.

***CONFLICTS OF INTEREST***

 Each party shall adhere to the provisions of Massachusetts General Laws, C. 268A, with respect to the Conduct of Public Employees. In addition, no member, officer, or employee of either party, or its designees, or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one (1) year thereafter (or such longer period as may be provided in C. 268A of the Massachusetts General Laws), shall have any interest in any contract or subcontract, or in the proceeds thereof, for the work to be performed in connection with the program assisted under this Agreement. Each party shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest, pursuant to the purposes of this subsection.

***WAIVER***

 Neither the Town’s review, approval or acceptance of, nor payment for, any of the work or services furnished hereunder shall be construed to operate as a waiver of any rights under the Contract or any cause of action arising out of the performance of the Contract.

***ENTIRE UNDERSTANDING***

 This Contract, together with all documents included by reference pursuant to the Contract Documents, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

**SAMPLE ATTACHMENT C:**

**SUPPLEMENTAL "S" SERVICES**

1. This form supplements the Town of Dalton Agreement and applies only to contracts for the procurement of services.

2. "Services" shall mean the furnishing of labor, time, or effort by the contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

3. Change Orders:

Change orders may not increase the quantity of services by more than (25.0%) per cent, in compliance with General Laws Chapter 30B, Sec. 13.

4. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, Section 1, et seq. (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, Sections 26 to 27D (Prevailing Wage), as shall be in force and as amended. Contractor will provide documentation of compliance with prevailing wage law to the Town.

5. Indemnification:

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising out of any act, omission, or neglect on the part of the Contractor or any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

5.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expense, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

5.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to non­-execution of the work or at any time due to defective work or materials.

5.3 In any and all claims against the Town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount of type or damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

5.4 The obligations of the Contractor under this paragraph shall not extend to the liability of the Town, its agents or employees, arising out of (a) the preparation or approval of Maps, Drawings, Opinions, Reports, Surveys, Change Orders, Designs or Specifications, or (b) the giving of or the failure to give directions or instructions by the Town, its agents or employees provided such giving or failure to give directions or instructions is the primary cause of the injury or damage.

5.5 The intent of the Specifications regarding insurance to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the Work.

5.6 The contractor shall maintain, during the term of this Contract, a policy of workman's compensation insurance, if required by law to maintain the same and shall provide evidence of said insurance to the Town prior to beginning of performance.

 Dated:

 By:

 The Town of Dalton

 Chief Procurement Officer/Town Manager

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

 Town Accountant

 As per appropriation

 The Contractor by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_