

**TOWN OF ASHBURNHAM
REQUEST FOR PROPOSALS
FISCAL YEAR 2009 RECERTIFICATION UPDATE**

INFORMATION TO PROPOSERS

1.0 Introduction

The Town of Ashburnham, Massachusetts, by its Board of Assessors (Town) is seeking sealed proposals for the recertification of values of all Real and Locally Assessed Personal Property in the town for Fiscal Year 2009, as required by the Department of Revenue and pursuant to the General Laws of the Commonwealth of Massachusetts.

Proposals shall be submitted to the Procurement Officer, Office of the Town Administrator, 15 Oakmont Drive, Ashburnham, Massachusetts, 01430 by **February 14, 2008**. Faxed and e-mailed proposals shall not be considered. Proposals received after the deadline shall not be considered. Proposers may correct, modify or withdraw a Proposal by sealed, written notice clearly marked as a correction, modification or withdrawal and received by the Procurement Officer prior to the submittal deadline. No Proposal may be amended or withdrawn after the submittal deadline. Proposals that are incomplete, not properly endorsed or otherwise improperly completed or contrary to these instructions may be rejected. Conditional Proposals shall not be accepted.

All Proposals shall include two separate sealed envelopes identified as Part 1 and Part 2. Part 1 shall contain the Non-Price Proposal and be marked "NON-PRICE PROPOSAL – REQUEST FOR PROPOSALS FOR FISCAL YEAR 2009 RECERTIFICATION UPDATE". Part 2 shall include the Price Proposal and be marked "PRICE PROPOSAL – REQUEST FOR PROPOSALS FOR FISCAL YEAR 2009 RECERTIFICATION UPDATE". **There shall be no reference to price in Part 1.** Both envelopes shall be placed in a single larger envelope and marked "FISCAL YEAR 2009 RECERTIFICATION UPDATE". All envelopes shall be marked with the name and address of the Proposer. Each Proposer shall submit one original and two copies of its non-price and price proposals in the respective envelopes as outlined above.

All proposals shall be opened and evaluated by the Board of Assessors in accordance with M.G.L. c. 30B, sec. 6.

The Procurement Officer has determined that the selection of the most advantageous offer requires comparative judgments of technical qualification factors in addition to price in light of the nature and particular requirements of this contract, as provided by M.G.L. c. 30B, Sec. 6.

The Town reserves the right to reject any or all Proposals and to determine the Proposal deemed in the best interest of the Town. The Town may waive minor informalities or allow a Proposer to correct them to the extent allowed by law. The Contract shall be awarded to the most responsive and technically qualified Proposer. This RFP, and the evaluation and award process associated herewith, shall not be judged solely on the basis of the lowest price. Selection of the

most responsible and responsive Proposer shall be based on the Proposer's responses to the requirements and conditions set forth in this RFP and the attached Standard Form of Contract, the thoroughness of the Proposer's response to the specific needs noted in the RFP, the Proposer's overall capabilities, financial stability and the proposed Price.

If the Proposer has any questions concerning the terms and conditions contained herein, such questions must be made in writing at least five days prior to submitting a Proposal and directed to the Procurement Officer. No questions shall be entertained after the deadline for submitting Proposals.

Proposals shall be held open and firm for a period of not less than 60 days from the submittal deadline to permit examination and comparison.

Any and all addenda shall become a part of this RFP and must be acknowledged in the Proposal.

By signing and submitting its Proposal, the Proposer agrees to all terms and conditions of this RFP. If the Proposal is accepted, all documents in this RFP, including the successful Proposal, shall become part of the contract. The Contract shall be executed by the successful Proposer following the award of the Proposal.

2.0 References:

All Proposers shall submit a list of Massachusetts municipalities similar in character to Ashburnham for which the Contractor has completed revaluation projects within the past three years (List). The List shall include the date of the revaluation project, the name of the municipality and the name, title and telephone number of the contact person for that municipality.

The Town may contact any and all such references, and others about which the Town learns, and use the information obtained to evaluate the qualifications, experience and past performance of the Proposer, and establish the capacity, commitment and experience of the Proposer to comply with the requirements of this RFP.

3.0 Required Certificates:

An authorized representative for each Proposer shall complete and sign the Proposal and all certifications and attachments. If the Proposer is a corporation, the current authority of the signatory shall be evidenced by the completion of the form marked "Certificate of Authority".

The Proposer shall certify that its proposal is made in good faith and without fraud or collusion or in connection with any other person submitting a proposal. A "Non-Collusion" statement is included for this purpose.

The Proposer shall certify that it has paid all Massachusetts taxes that it owes, as required by M.G.L. c. 62C, Sec. 49A. A "tax certificate" form is included for this purpose.

The Proposer shall certify that it is not debarred from public contracting, as set forth in M.G.L. c. 29, Sec. 29F.

4.0 Additional Documentation

In addition to the items to be addressed in the response to the Request for Proposals, the Proposer must submit, as part of its proposal the following information:

- (1) A list of Revaluation projects for which the Proposer is currently undertaking or has been committed for during the period anticipated for this project.
- (2) A written statement that the Proposer will provide personnel sufficient in number and qualifications to complete the project in a timely manner.
- (3) A written statement that the work product will meet Department of Revenue certification standards.
- (4) The training and appraisal experience of all personnel proposed for assignment to the program. The successful bidder shall make no change in personnel assignments at any time before or after commencement of the program without written notification and after prior consultation and with written approval by the Board, said approval to be given or withheld within 10 calendar days of written notification of the proposed change.
- (5) A current financial statement of the Proposer.

5.0 Evaluation Criteria

5.1 Minimum Criteria

Each Proposer, at a minimum, must comply with the following criteria. Any Proposer failing to so comply shall be disqualified as a Proposer.

1. Proposals shall be held open and firm for a period not less than 60 days from the date submittals are due.
2. All Proposers shall submit a List satisfying the requirements as set forth in Section 2.0 above.
3. All Proposers shall duly execute and submit the required certifications as set forth in Section 3.0 above.
4. All Proposers shall submit the required documentation as set forth in Section 4.0 above.

5. All Proposers shall be able to obtain insurance and bonds as required by this RFP.

5.2 Comparative Evaluation Criteria

All Proposals submitted in accordance with the requirements of this RFP will be reviewed for completeness and responsiveness. Each criterion in this Comparative Evaluation Criteria, as set forth below, shall be scored in compliance with M.G.L. c. 30B, sec. 6.

If a Proposal is scored “not acceptable” in any category below, the entire Proposal shall be scored “not acceptable.” The scores for each criterion will be evaluated by the Board of Assessors to establish a composite rating in order to determine the most qualified Proposer.

- (1) The number of Revaluation Programs in Massachusetts for which the Proposer has used the Vision Technology Software
 - No Experience – not acceptable.
 - Less than five successful revaluations - not advantageous.
 - Six to nine successful revaluations - advantageous.
 - Ten or more successful revaluations - highly advantageous.
- (2) The qualifications and experience of Proposers staff to be assigned to this project:
 - None of proposed staff has Mass Appraisal experience – not acceptable.
 - Some of proposed staff have experience as Commercial Appraiser or Senior Residential Appraiser - not advantageous.
 - All of staff has experience as Commercial Appraiser or Senior Residential Appraiser - advantageous.
 - All of staff has experience as Commercial Appraiser or Senior Residential Appraiser and at least one member has experience as a Revaluation Project Supervisor - highly advantageous.
- (3) The financial status of the Proposer:
 - If the Proposer is insolvent or is unable to obtain insurance or post a bond – not acceptable.
 - If the Proposer is currently solvent, but may have potential obligations which would affect his future financial stability - not advantageous.
 - If the Proposer is currently solvent and has resources to undertake this Recertification Project - advantageous.
 - If the Proposer has a proven long-term financial stability - highly advantageous

- (4) The level of satisfaction with the Proposer performance in previous Revaluation Projects as measured by adherence to schedule, accuracy and thoroughness of required field reviews, competence of personnel, communication and interaction with client at all stages of Project, quality of product, and ability to offer follow-up services to client.
- If one or more towns report problems with Proposer's performance in two or more categories which had an adverse effect on meeting Project specifications – not acceptable.
 - If one or more towns report problems with Proposer's performance in not more than two categories which could be resolved without serious impact in meeting Project specifications - not advantageous.
 - If no town reports problems with Proposer performance - advantageous.
 - If no town reports problems with Proposer performance and at least one town reports a high degree of satisfaction with Proposer performance - highly advantageous.
- (5) Proposer's response to the Request for Proposals and the attached Statement of Services:
- If the Proposal does not address any of the requirements as set forth in the Request for Proposals and the attached Statement of Services, it shall be deemed Unacceptable.
 - If the Proposal addresses most of the requirements as set forth in the Request for Proposals and the attached Statement of Services, it shall be deemed Not Advantageous.
 - If the Proposal addresses all of the requirements as set forth in the Request for Proposals and the attached Statement of Services, it shall be deemed Advantageous.
 - If the Proposal exceeds all of the requirements as set forth in the Request for Proposals and the attached Statement of Services, it shall be deemed Highly Advantageous.

5.3 Price

This Program is a technical project and, while price is an important component in the Board's evaluation, it is not the sole or the overriding consideration in the awarding of a contract. Following the review of the non-price proposals by the Board of Assessors and a scoring of all proposals based upon the minimum and comparative evaluation criteria, the Board of Assessors will review the price proposals. The best price shall be the lowest price from a bidder who meets the minimum criteria and achieved the highest score in the comparative evaluation criteria.

6.0 Project Timetable

The Completion Date for the Program is August 31, 2008.

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STATEMENT OF SERVICES FOR VALUATION UPDATE

Section I: Town Information

Ashburnham is located in the northeast corner of Worcester County, comprised of 38 square miles and has approximately 80 miles of public roads, including State Highways 12, 101 and 119. The population is 5791.

The Town employs the Vision Appraisal Technology Vision 6 system for valuation of all real estate and personal property. The successful Proposer must be capable of carrying out the Project objectives in that format. The property classes and respective numbers and valuations are summarized on the attached valuation report.

Section II: Scope of Project

The successful Proposer will value the types of property identified in Section I in compliance with the pertinent General Laws of the Commonwealth of Massachusetts, specifically the full and fair valuation of all real estate and locally taxable personal property correctly classified according to Commonwealth of Massachusetts standards.

Section III: Responsibilities of the Parties

3.1 Town (Board of Assessors):

The Town shall provide the successful Proposer with copies of all parcel and account data, current as of January 1, 2008, one copy each of a set of tax maps, one copy of the zoning by-laws and a zoning map correct and current as of the latest tax year, one copy of all sales information for transfer of real estate for the years 2006-2007 and 2008 as available provided on forms approved by the Massachusetts Department of Revenue, with all sales shown properly coded, to the best of the Town's ability, as to arms length and non-arms length status. The Town shall also provide or make available any other information which it possesses or can reasonably make available which the successful Proposer deems pertinent to the objectives of the Project.

The Town shall provide the successful Proposer with means of access at any time to the offices and facilities of the Board of Assessors and with adequate work space for the personnel of the successful Proposer.

The Town shall be responsible for the mailing of income/expense questionnaires to owners of income-producing property.

The Town shall provide information and available data concerning various owners of personal property in the Town.

The Town shall be responsible for all public relations activities.

3.2 Successful Proposer:

3.2.1 Work Plan:

The technical proposal shall contain a project workplan, including timetable, showing the proposed steps to be employed in achieving the objectives of the Project to meet Massachusetts Department of Revenue requirements.

3.2.2 Valuation:

The successful Proposer shall specify the approaches to valuation to be used for the various classes of property. A minimum of two approaches shall be used for income-producing properties. Income-producing properties include, but are not limited to, commercial/ multiple use properties, apartments with more than four units, retail properties, office and medical office buildings, and industrial buildings.

Valuation of vacant land shall be accomplished through sales ratio analysis of arms length sales and by the abstraction method.

The successful Proposer shall verify and update the inventory file for each account of record for personal property.

3.2.3 Utility Personal Property:

The successful Proposer shall verify the net book values of public utility personal property as reported by each public utility.

3.2.4 Second Residence Personal Property:

Personal property of non-domicile dwellings shall be valued as a percentage, to be determined by the successful Proposer, of the value of the improvements on the respective parcels.

3.2.5 Valuation Reviews:

The successful Proposer shall be responsible for field reviews of value estimates. All personnel conducting field reviews shall be qualified by training and appraisal and field inspection experience, not less than two years, and knowledge of valuation techniques applicable to the Town.

The successful Proposer may exercise its judgment in making value adjustments. Changes in existing values and valuation schedules may be made only after review and approval of the Town. All changes in valuation schedules and valuation changes not resulting from valuation schedule revisions shall be documented. All documentation, including field notes, valuation models and schedules, and sales analysis shall become the property of the Town upon completion of the Project.

3.2.6 Deliverable Products:

Deliverable products of the Project shall include, but are not limited to:

- (1) Documentation of methods used for valuation of each class of property.
- (2) Valuation schedule for land, buildings, and sub areas, commercial and industrial structures and components and personal property items.
- (3) Depreciation schedules for all wasting property and documentation supporting same.
- (4) All sales ratio analyses used to develop and justify valuation schedules.
- (5) Income and expense statements for commercial and industrial parcels.
- (6) Capitalization rate analyses and schedules.
- (7) A list of all owners of record and new values to be used by the Town for public disclosure.

Section IV: Project Completion

The project shall be deemed complete upon the certification of all real estate and taxable personal property values in the Town by the Massachusetts Department of Revenue.

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PRICE PROPOSAL

The price proposal shall consist of the following (attach additional paper if needed):

- (1) The price proposal for the Program.

- (2) As an addendum and not as part of the price proposal for the project, and not to be considered in the evaluation of proposal submissions, a schedule of fees and charges for the defense of values generated by the Program.

- (3) As an addendum and not as part of the price proposal for the Project, a schedule of fees and charges for data changes and entries by Contractor personnel and a statement that time and personnel are available for data entry of any or all changes and entries required.

The undersigned agrees to furnish the Town of Ashburnham with the entire project as detailed in the Request for Proposals at the price as evidenced above. The undersigned further agrees that it shall hold this price for at least sixty (60) days from the deadline for submission of Proposals.

Authorized Representative Signature: _____

Name & Title: _____

Company Name: _____

Address: _____

Date: _____

ATTESTATION CERTIFICATION

I certify, under the penalties of perjury, that I, to my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

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

Company Name

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

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

** Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether or not you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, Section 49A.

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the _____
(Name of Corporation)
held on _____ at which all the Directors were present or waived notice, it was voted
(date)
that _____ of this company be and hereby is authorized
(Officer and Title)
to execute contracts and bonds in the name and behalf of said company, and affix its Corporate
Seal thereto, and such execution of any contract of obligation in this company's name on its
behalf of such _____ under seal of the company, shall be valid and binding
(Officer)
upon this company.

A TRUE COPY,

ATTEST: _____
Place of Business: _____

I hereby certify that I am the _____ of the _____
(Title) (Name of Corporation)
that _____ is the duly elected _____
(Name of Officer) (Title)
of said corporation, and the above vote has not been amended or rescinded and remains in full
force and effect as of the date of this contract.

Signature: _____
Name/Title: _____
Date: _____

(Corporate Seal)

COMMONWEALTH OF MASSACHUSETTS
WORCESTER, SS. _____, 2008

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

Notary Public
My commission expires:

AFFIDAVIT OF NON-COLLUSION

The applicant hereby certifies that under penalties of perjury at the conclusion of the application to bid that there have been no substantial changes in its financial position or business organization other than those changes noted within the application since the applicant's most recent prequalification statement and that the bid to be made will be in all respects bona fide, fair and made without collusion or fraud with any other person. "Person" here means any natural person, joint venture, partnership, corporation or other business or legal entity which sells materials, equipment or supplies used in or for, or engages in the performance of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof.

Signature: _____

Name/Title: _____

Date: _____

STANDARD FORM OF CONTRACT

This Contract, made this _____ day of _____, 2008, by and between the Town of Ashburnham, by its Board of Assessors, (hereinafter Town), a municipal corporation located in Worcester County, at Town Hall, 32 Main Street, Ashburnham, MA 01430 and _____, (hereinafter Contractor), a _____ corporation located in _____ at _____.

1.0 Scope of the Project

Subject to the terms and conditions of this Contract and the Request for Proposals, the Contractor shall provide a recertification of values of all Real and Locally Assessed Personal Property in the Town of Ashburnham for Fiscal Year 2009, as required by the Department of Revenue and pursuant to the General Laws of the Commonwealth of Massachusetts.

2.0 Contract Duration

This project shall be completed by August 31, 2008. Time is of the essence for this Contract. The Contractor shall be granted no extensions of time except as allowed in writing by the Town.

3.0 Contract Documents

The following documents are incorporated into and made a part of this Contract. In the event that any provision in any part of this Contract conflicts with any provisions in another, the provision in the part first enumerated below shall govern over any other part which follows it numerically, except as may be otherwise specifically stated.

1. Advertisement to Bidders
2. Request for Proposals, including the Statement of Services
3. Contract
4. Contractor's Proposal

Additionally, the Contractor shall submit the Affidavits, Certifications and Statements as set forth in the Request for Proposals, including but not limited to, the following:

1. Vote of the Corporation
2. Tax Certification
3. Non-Collusion Affidavit
4. Insurance Certificate
5. Performance Bond

4.0 Payment Schedule and Penalty

- 4.1** Payments shall be made to the Contractor monthly, based on the portion of work completed and delivered to the Town during the preceding month. No payments will be made until the work is approved by the Town. The Town will review each monthly invoice and, within twenty (20) business days of its receipt, either approve it for payment as follows or return it to the Contractor with a written statement of reasons for its rejection. All monthly progress reports and work completed forms are subject to the review of the Massachusetts Department of Revenue for certification purposes.
- 4.2** Upon the Town's determination that the work performed for the preceding month has been satisfactorily completed according to the workplan and time schedules, a percentage payment representing ninety percent (90%) of the amount billed for that month shall be paid to the Contractor.
- 4.3** If the Town determines that the Contractor's invoice is inaccurate, the Town shall give written notice as stated above, specifying exactly what is unsatisfactory by item, and the Contractor shall make every reasonable attempt to correct the inaccuracy. The Town shall retain the right to delay payment, only for the specified item, until said item is resolved to the satisfaction of both the Town and the Contractor. Upon satisfactory resolution, the Town shall pay the Contractor said amount due, less ten percent (10%).
- 4.4** The remaining ten percent (10%) will be paid to the Contractor within sixty (60) calendar days following the satisfactory completion of all terms of the agreement, with the exception of Defense of Values.

5.0 Performance Bond

The Contractor will furnish a bond in the sum of the full amount of this agreement with a surety company satisfactory to the Town. The bond will be delivered upon receipt of the Town's requirements to begin the project as defined in Section herein. This bond shall remain in effect until the Town accepts, in writing, those items detailed in Section 6 herein, or the expiration of 60 calendar days from the delivery of such items without written notice of obligation being sent by the Town to contractor.

6.0 Mandatory Contractual Requirements

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

6.1 General Laws

The Contractor affirms that it will conduct this project in compliance with the General Laws of the Commonwealth of Massachusetts relating to property assessment administration. Therefore, the Contractor will have a complete

understanding of these laws and be cognizant of the role of the Massachusetts Department of Revenue in administering and enforcing these laws.

6.2 General Laws Compliance

The Contractor will comply with all federal, state and municipal laws, ordinances, rules and/or regulations, including labor laws, those against discrimination, and existing or adopted in the future which are applicable to the Contractor's obligations pursuant to this project.

The Contractor and any of its subcontractors, agents and/or employees shall obtain all required permits, franchises, approvals, licenses and/or certificates necessary to perform its obligations under this statement of services.

6.3 Identification

All field personnel shall carry suitable I.D. Cards which include an up-to-date photograph, supplied by the Contractor and signed by the Town. This card will be surrendered to the Town upon termination of the employee or completion of the project.

6.4 Prime Contractor Responsibilities

The Town, through the Board of Assessors, has single point responsibility for the entire project. Subcontractors may be used but the Contractor will accept full responsibility for the subcontractor's performance. The Contractor will not subcontract any of its work or part thereof without prior written approval of the Assessor.

6.5 Assignment

The Contractor will not assign or in any way transfer any interest in this agreement without the prior written consent of the Town; provided, however, that claims for money due to the Contractor from the Town hereunder may be assigned to a bank, trust company or other financial institution without such consent.

6.6 Inspection, Monitoring and Evaluation

To ensure compliance with this agreement, the Town shall have the right to enter the Contractor's premises during normal business hours to inspect, monitor or otherwise evaluate the work performed or being performed therein.

6.7 Ownership and Confidentiality of Information

6.7.1: All information acquired by the Contractor from the Town, or from others at the expense of the Town, in the performance of this agreement shall be and remain the property of the Town. This includes all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by the Contractor in the performance of this agreement.

6.7.2: The Contractor recognizes that, in the performance of this agreement, it may obtain or have access to confidential information, including information subject to restrictions on its disclosure pursuant to Massachusetts General Laws, Chapter 59, Section 52B, and agrees to comply with all laws and any regulations, rules, and guidelines promulgated thereunder regarding access to, and disclosures of such information. The Contractor further agrees that it will inform each of its employees having any involvement with confidential information of the laws, regulations, rules and guidelines relating confidentiality and will, at the request of the Assessor, have each employee with access to such information sign a statement that they are aware of and will abide by all such laws, regulations, rules and guidelines.

6.7.3: The Contractor agrees that it will use this information only as required in this performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, nor copy nor reproduce the same in any form, except pursuant to the sole written instructions of the Town. The Contractor further agrees to return said information to the Town promptly at its request in whatever form it is maintained by the Contractor.

6.7.4: The Contractor agrees to take reasonable steps to ensure the confidentiality and security of this information in its possession or under its control.

6.7.5: In the event of the Contractor's failure to conform to the requirements set forth above, the Town may terminate this agreement upon thirty (30) days written notice, unless within thirty (30) days period, the failure to conform is cured.

6.8 Indemnification

The Contractor agrees to indemnify and hold harmless the Town against claims for bodily injury, death and property damage which arises in the course of the Contractor's performance of this project with respect to which the Town is free from negligence on the part of itself, its employees and agents.

6.9 Insurance Requirements

The Contractor will, at its own expense, maintain and keep in force all insurance required by law for its employees, including Disability, Workman's Compensation, Unemployment and Professional Liability Insurance, at least as hereinafter set forth so as to protect it and the Town from claims for personal injury and property damage for the entire pendency of the project.

6.9.1: Comprehensive General and Professional Liability Insurance Policy with the limits of:

Bodily Injury and Property Damage:	\$1,000,000 per occurrence per claim
Personal Injury:	\$1,000,000

Umbrella, including Automobile Ins.: \$3,000,000 per occurrence per claim

6.9.2: All the insurance will be issued by an insurer licensed and authorized to do business in Massachusetts. The Contractor shall maintain insurance satisfactory to the Town covering any and all property damage or bodily harm which may be suffered by reason of negligence of the Contractor, its employees or agents during the execution of the project.

6.9.3: The said certificate of insurance shall be submitted to the Town within fourteen (14) days of the signing of the agreement.

6.9.4: The Town of Ashburnham shall be named an additional insured to the insurance policy and so identified on the Insurance Certificate. The Certificate Holder shall be the Town of Ashburnham, c/o Board of Assessors, 32 Main Street, Ashburnham, MA 01430.

6.10 Notices

Any notices or communications that are required herein or which either Party may wish to serve upon the other shall be in writing and deemed served when personally delivered or sent by certified mail, return receipt requested, and addressed as set forth below:

<p>TOWN:</p> <p>Board of Assessors Town of Ashburnham 15 Oakmont Drive Ashburnham, MA 01430</p>	<p>CONTRACTOR:</p> <p>[Name, Title] [Company Name] [Street Address] [City, State, Zip]</p>
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6.11 Termination

6.11.1: Subject to the provisions of the section entitled “Force Majeure”, if either party fails to fulfill, in a timely and satisfactory manner, their obligations under this agreement, or shall violate any of the covenants, conditions or stipulations of this agreement, which failure or violation shall continue for twenty-one (21) days after written notice of said failure or violation is received by the offending party, then the opposing party shall thereupon have the right to terminate this agreement by giving written notice to the offending party of such termination and specify the effective date thereof, at least seven (7) days before the effective date of such termination.

6.11.2: In the event of termination, all finished work and documentation, complete and incomplete, shall, at the option of the Assessor, be delivered to them. The Contractor shall be entitled to receive just and equitable compensation

for any work performed under this agreement completed prior to the date of termination which is determined by the Assessors to be satisfactory.

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

6.12 Force Majeure

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

It is agreed, however, that, since the performance dates of this agreement are important, continued failure to perform for periods aggregating sixty (60) days or more, even for causes beyond the control of the successful Proposer, shall be deemed to render performance impossible and the Town shall thereafter have the right to terminate the agreement in accordance with the provisions of the section entitled "Termination of Agreement".

6.13 Conflict of Interest

6.13.1: The Contractor agrees that to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of Chapter 268A of the General Laws concerning conflict of interest. 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 to be performed under this agreement.

6.13.2: The Contractor shall not employ as a director, officer, employee, agent, contractor or subcontractor, directly or indirectly, any elected or appointed official of the Town or any member of the immediate family of such official for the duration of the project.

6.14 Effectiveness of Agreement

The effective date of this agreement shall be the date upon which the agreement is signed and executed by the Contractor and the Town and is approved by the Commissioner of Revenue as to form and content in accordance with Massachusetts General Laws, Chapter 58, Section 1A and 830 Code of Massachusetts Regulations 58.1A.1(5).

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

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date first above written by their duly authorized officers.

Approved: _____

Richard Coswell, Chairman

Authorized Representative

Donna Burton, Member

Name & Title

Paul Chute, Clerk
TOWN OF ASHBURNHAM
BY ITS BOARD OF ASSESSORS

Company Name

APPROVED AS TO AVAILABILITY
OF APPROPRIATION IN THE AMOUNT
OF:
\$ _____

James Shanahan, Town Accountant

APPROVED AS TO FORM:

Town Counsel