

Town of Tyngsborough

Addenda #1 Collection of Delinquent Personal Property Taxes 5/2/2016

- 1) Multiple questions asked about our current contract. Answer: The town does not have a current contract for these services.
- 2) Alternative fee structures are not allowed.
- 3) Outstanding Personal Property

TOWN OF TYNGSBOROUGH OUTSTANDING PERSONAL PROPERTY as of 4/29/16

Fiscal Year	# of Accounts	Total Delinquent
2015	32	\$4,547.83
2014	29	\$2,909.49
2013	31	\$3,202.99
2012	38	\$3,393.05
2011	39	\$3,269.96
2010	39	\$3,730.54
2009	24	\$2,571.11
2008	20	\$1,853.92
Totals	252	\$25,478.89

- 4) The standard contract attached was incorrect, the contract attached to this addenda will be the new standard contract template.

AGREEMENT FOR SERVICES

TOWN OF TYNGSBOROUGH

AGREEMENT between the Town of Tyngsborough, a Massachusetts municipal corporation with a usual place of business at Town Hall, 25 Bryants Lane, Tyngsborough, Massachusetts 01879, acting through its Town Administrator (Town), and _____, a _____ corporation [or sole proprietorship d/b/a _____], doing business at _____, _____, [zip code] (Company).

WHEREAS:

- A. The Town solicited submission of formal bids [or proposals] for [description of the services] (Services), and
- B. The Company submitted a bid [or proposal] to provide the Services and the Town has decided to award the contract to the Company;

NOW THEREFORE, the Town and the Company for mutual consideration agree as follows:

- 1. The Company shall provide and/or deliver to the Town the following:

as set forth in the Invitation for Bids, [or Request for Proposals], and Specifications [and Proposal, if applicable], as well as all necessary or incidental services.

- 2. Payment. The Town agrees to pay to the Company the sum of \$_____ as set forth in its Bid [or Price Proposal or negotiated fee].
- 3. Invoices. The Company shall submit to the Town monthly, [unless otherwise provided by the specifications] invoices for payment for the Services rendered. The Town shall make payments within thirty (30) days after its receipt and approval of the invoice.

4. **Contract Term.** The Company agrees to commence its obligations upon the date of execution of this Agreement by the Town and to complete its obligations under this Agreement immediately as set forth in the specifications [or on or before _____], time being of the essence.
5. **Claims.** The Company shall be responsible for and pay all claims for damages resulting from failure to furnish the Services as provided by the Agreement; and it will conform to the determination of the Town relative to the suitability and quality of the Services provided.
6. **Laws.** This Agreement is made subject to all applicable laws of the Commonwealth of Massachusetts; and if any provision of this Agreement does not conform to such laws, such provision of the Agreement shall be void and the applicable provision of the General Laws shall be operative. Any suit shall be filed in the Middlesex Superior Court or in the Lowell District Court.
7. **Contract Documents.** The Contract Documents consist of this Agreement, the Invitation for Bids [Request for Proposals], Exhibit A; Specifications [and Proposal, if applicable], Exhibit B; the Bid [Price Proposal], Exhibit C; the Award, Exhibit D; and all addenda issued prior to execution of this Agreement; and the Contract Documents constitute the agreement between the Town and the Company, except for modifications issued after execution of this Agreement; and all are as fully a part of this Agreement as if attached. In the event of conflicting provisions, the language of this Agreement shall govern, provided that, if the conflict relates to the quality of the Services, the higher quality specified shall be required.
8. **Performance of the Services.** The Company shall furnish all equipment, staffing, and materials to provide the Services in strict conformity with all applicable federal, state, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals and permits as required for the performance of the Services.
9. **Warranties.** The Company guarantees that the Services provided are fit for the purpose for which they are being purchased and that all the Services will be provided in strict conformity with the Contract Documents.
10. **Multiple Years.** If the Contract term is for more than one year, the Agreement is subject to annual appropriation by the Town.

11. Indemnification of the Town. The Town's liability shall be limited to the amounts due the Company for the Services actually rendered. The Company shall indemnify, defend, and hold harmless the Town, its officers, boards, agents, and employees from any liability, loss charge, or expense resulting from any employees or third-party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to the Company or from any claim for injury to person or property, which may be made as a result of any act, omission or default on the part of the Company or any of its agents or employees, and will pay promptly on demand all costs and expenses of any investigation, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments due to the Company a sufficient amount to protect the Town against such claims, costs, and expenses.
12. Company's Standard of Care. The Company shall provide the Services and perform its obligations in conformity with the standard of professional skill and care applicable to established providers of such Services. The Company warrants and represents that it is familiar with the Services specified.
13. Company's Personnel. The Company shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
14. Insurance. The Town requires that the Company provide a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$1,000,000.00, all as set forth in the Specifications, and Worker's Compensation in accordance with the General Laws. The Town requires the Certificate of Insurance to include naming the Town as an additional insured and thirty (30) days notice of cancellation.
15. Independent Contractor. The Company is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold federal, state or payroll taxes of any kind on behalf of the Company or the employees of the Company. The Company is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of the Town.
16. Successors. This Agreement is binding upon the parties and their successors. Neither the Town nor the Company shall assign or transfer any interest in the Agreement without the written consent of the other.

17. **Inspection and Reports.** The Town shall have the right at any time to inspect the records of the Company relative to the Services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Company whether situated within or beyond the limits of the Town. Upon request, the Company shall immediately furnish to the Town any and all written reports relative to the Services arising out of its operations under this Agreement during and/or after the termination of the Agreement.

18. **Termination.**

- a. **For Cause.** The Town shall have the right to terminate this Agreement:
- (i) if the Company neglects or fails to perform or observe any of its obligations and a cure is not effected by the Company within seven (7) days next following its receipt of a notice of breach, non-performance, or poor performance issued by the Town;
 - (ii) if an order is entered against the Company approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or
 - (iii) immediately if the Company shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation, or dissolution relating to bankruptcy, insolvency, or other relief for debtors, or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Company's property.

The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of the Services provided.

- b. **For Convenience.** The Town may terminate this Agreement at any time for any reason upon submitting to the Company thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Company shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Company shall promptly notify the Town of costs incurred to date of termination, and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.

- c. Return of Property. Upon termination, the Company shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to the Company by the Town or developed by the Company in accordance with this Agreement.

- 19. 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 address set forth on Page 1 or furnished from time to time in writing 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 United States Postal Service or if sent by private overnight or other delivery service.

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

- 21. Other Terms and Conditions:

[If none, so state.]

IN WITNESS WHEREOF, the Town and the Company, by authorized officers of the parties, have executed this Agreement this _____, day of _____, 20____.

TOWN OF TEWKSBURY

[THE COMPANY]

By: _____

Its Town Administrator
By vote of the _____

By: _____

(Print Name)

Date: _____, 20__

Approved as to availability of funds:

Catherine Gabriel
Town Accountant

Date: _____, 20__

Approved as to form:

Charles J. Zaroulis
Town Counsel

Date: _____, 20__

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