

Town of Scituate, Massachusetts



Request for Proposals
#26-01-SB-R2 MLP

Caretaker/Tenant of Mordecai Lincoln Cottage

June 17, 2026

PROPOSALS DUE:

July 28, 2026 at 11:00AM

*Late proposals will be rejected

James M. Boudreau
Town Administrator
600 Chief Justice Cushing Hwy
Scituate, MA 02066
accounting@scituatema.gov
(781) 545-8741

COVER SHEET

CONTACT INFORMATION:

| | |
|-----------------------------|--|
| Name of Proposer: | Contact Individual: |
| Address: | |
| Phone: | Alternate Phone: |
| Email Address: | Social Security/Federal Tax Identification Number: |
| Authorized Signature: _____ | |

PROPOSER'S CHECKLIST

Submissions:

In one separate, sealed envelope, the Technical Proposal:

- Cover Sheet
- Proposer's Checklist
- Required Certifications (Non Collusion and Tax Compliance)
- Certificate of Corporate Bidder (if applicable)
- Reference Form
- Disclosure of Beneficial Interests Form
- Attestations
- Plan of Services

In another separate, sealed envelope, the Price Proposal:

- Price Proposal Form

Minimum Requirements:

| | | Yes | No |
|----|--|-----|----|
| 1. | Compliance with all submission requirements. | | |
| 2. | Proposer must be at least 18 years of age. | | |
| 3. | Complies with all criteria listed in 3.1 | | |

PRICE PROPOSAL FORM

The fair market rent for the Mordecai Lincoln Cottage is \$2,250 per month. Payments are per month for twelve (12) months, with the option to renew for up to two additional terms in one-year increments at an increase of 3% each year by mutual consent.

Proposer agrees to provide the services outlined in this RFP.

Total monthly rent proposal.

| | |
|--------------------------|---------------------|
| \$ _____ (in figures) | _____ (in words) |
|--------------------------|---------------------|

*In the event of a discrepancy between figures and words, words will control.

(Signature of Proposer)

(Print Name)

(Date)

REQUIRED CERTIFICATIONS

NON-COLLUSION:

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

TAX COMPLIANCE:

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Business (if applicable))

(Federal Tax Identification or Social Security Number)

CERTIFICATE AS TO CORPORATE BIDDER (if applicable)

I, _____ certify that I am the _____ of the corporation named as Bidder in the Bid included herein, that _____, who signed said Bid on behalf of the Bidder was then _____ of said corporation, that I know his signature, that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

(Secretary-Clerk)

Dated: _____

REFERENCE FORM

Please provide the name and telephone number of at least three (3) references that can attest to the proposer's history as a tenant or ability to maintain a building:

| REFERENCE 1 | |
|--|--|
| Name: | |
| Relationship to Proposer/Basis of Reference: | |
| Telephone Number: | |
| Email: | |

| REFERENCE 2 | |
|--|--|
| Name: | |
| Relationship to Proposer/Basis of Reference: | |
| Telephone Number: | |
| Email: | |

| REFERENCE 3 | |
|--|--|
| Name: | |
| Relationship to Proposer/Basis of Reference: | |
| Telephone Number: | |
| Email: | |

DISCLOSURE OF BENEFICIAL INTERESTS FORM

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Check "NONE" in the box if none of the persons mentioned in Section 6 is employed by DCAMM or an official elected to public office in the Commonwealth of Massachusetts. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM or an official elected to public office.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by all required parties. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

DCAMM's acceptance of a statement for filing does not signify any opinion by DCAMM that the statement complies with applicable law.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

- (1) REAL PROPERTY:

- (2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:

- (3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

- (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY:

- (5) ROLE OF DISCLOSING PARTY (Check appropriate role):

_____ Lessor/Landlord _____ Lessee/Tenant
_____ Seller/Grantor _____ Buyer/Grantee
_____ Other (Please describe): _____

- (6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

| <u>NAME</u> | <u>RESIDENCE</u> |
|-------------|------------------|
| _____ | _____ |
| _____ | _____ |

- (7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NONE" if NONE):

NONE

NAME:

POSITION:

- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

AUTHORIZED SIGNATURE of DISCLOSING PARTY DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER

ATTESTATIONS

I/we affirm that as tenant/caretaker of the Mordecai Lincoln Cottage, I/we will:

- Pay all utilities, including but not limited to electrical, oil, and any cable & broadband charges, attributed to the building.
- Tenant must provide a certificate of insurance for renter's insurance.
- Seek the approval of the Facilities Director before making any structural or cosmetic alterations to the building or placing any additional equipment outside the building. (Any fixture shall remain the property of the selected proposer.)
- Use the property in a way that will have little or no physical impact on the structure and will be carried out without harm to the structure, including both interior and exterior spaces.
- Inspection of property, including buildings and trails, at least weekly and reporting any conditions to be remedied, or that property is in good condition, to Facilities Department by a method to be determined by the Facilities Director.
- Daily inspection of exterior of buildings to ensure security. If findings, report to Facilities Department by a method to be determined by the Facilities Director and Police Department (if necessary).
- Tenant will be responsible for clearing paths to main house and caretaker's cottage as their parking area. The Town will plow the main driveway at the end of storm events so tenant is responsible for ensuring access to the street if egress is required prior to plow arrival.
- Property is open to public dawn through dusk and tenant should be cordial in encounters with visitors and provide directions and/or information relevant to property.

In the event that I am/we are unavailable to perform any of the above duties, I/we shall inform Facilities Director as early as possible to arrange coverage.

(Signature of authorized individual submitting proposal)

(Printed Name)

PART 1. GENERAL INFORMATION

1.1 INTRODUCTION

The Town of Scituate Select Board, is seeking qualified proposers to serve as caretaker and lease, in its present “as is” condition, the caretaker’s cottage (the “Building”) at the historic Mordecai Lincoln Property, located at 62 Mordecai Lincoln Rd, Scituate, MA. As described in more detail below, the Town is seeking a below-market rental arrangement to further the public purposes of promoting the historic preservation of the Building through the provision of on-site caretaking, facilitating public access to the property on which the Building is located. The Select Board anticipates entering into a lease, and potentially a management services agreement covering the expected caretaking services described herein, with the selected proposer.

1.1.1 PROPERTY DESCRIPTION

The Building being offered for lease is located on the Mordecai Lincoln Property site at 62-68 Mordecai Lincoln Rd., Scituate, MA (the “Property”). The Property is bordered by S Main St. (Cohasset), Country Way and the Gulf River. The Building is a two-story building with an unfinished basement and attic. The two main floors consist of approximately 1,000 square feet and have been recently renovated. No more than two individuals may reside in the home. There is one bedroom and one full bath in the Building. The Property has ample parking and is bordered by greenspace, meadow and the Gulf River.

Tenant will be responsible for clearing paths to main house and caretaker’s cottage as their parking area. The Town will plow the main driveway at the end of storm events so tenant is responsible for ensuring access to the street if egress is required prior to plow arrival.

If the selected proposer’s proposed use requires that the Building be ADA compliant, the selected proposer will be responsible for any necessary alterations.

The property for which caretaking services are sought includes the entire Mordecai Lincoln Property.

1.1.2 HISTORY

The Mordecai Lincoln Property contains three buildings in addition to an outbuilding. The Property was established by Mordecai Lincoln, a local blacksmith, and great, great, great grandfather of President Abraham Lincoln. The main house was built circa 1695 and is to remain as a historical building and not a residence at this time. The caretaker’s cottage was built circa 1800. The third structure is the historic mill circa 1690 directly adjacent to the road.

1.2 APPROVAL

Any lease and/or management contract that may result from the procurement shall be subject to the approval of the Select Board of the Town of Scituate. A sample lease is included herewith as Attachment A to this RFP. The award of a lease and management agreement is conditioned on the successful negotiation of any revisions to the selected proposer’s Plan of Services, the lease and management agreement. If the selected proposer and the Select Board cannot agree on final terms for the Plan of Services, lease, and management agreement, the Select Board may award the lease and management agreement to the next most advantageous proposer.

1.3 INCORPORATION BY REFERENCE

All requirements, specifications, attestations, terms and conditions described in this Request for Proposals (RFP) shall be incorporated by reference into any lease and management agreement that may result.

1.4 TIME FOR AWARD

All proposals meeting proposal requirements and conditions may be held by the Town of Scituate for a period not to exceed ninety (90) days from the date of the opening of proposals for the purpose of reviewing the proposals and investigating the qualifications of proposers, prior to the awarding of the lease and management agreement.

1.5 RIGHT TO CANCEL/REJECT

The Town reserves the right to cancel this RFP or reject in whole or in part any and all proposals if the Town determines that cancellation or rejection serves the best interests of the Town.

1.6 BLANK

1.7 OBTAINING THE REQUEST FOR PROPOSALS

The RFP and related documents shall be available for free download from the Town website at [Available Bids, Quotes, and Proposals | Scituate MA](#). Please check for any addendums prior to submission.

Hardcopies of the RFP and related documents may be obtained at the Town Administrator's Office, 600 Chief Justice Cushing Hwy, Scituate, MA 02066, between the hours of 8:30 AM-4:30 PM on Monday, Wednesday and Thursday, 8:30 AM-7:00 PM on Tuesday, and 8:30 AM-11:30 AM on Friday.

PART 2. INSTRUCTIONS TO PROPOSERS

2.1 REQUIREMENTS AND SUBMISSIONS

Below please find a description of the requirements and submissions that must be included as part of a proposal.

2.1.1 PRICE PROPOSAL FORM

Every proposal must include a completed 'Price Proposal Form.'

2.1.2 NON-PRICE PROPOSAL

Each proposal must include a Non-Price Proposal, which includes the following:

NON-COLLUSION FORM

Every proposal must include a certification of good faith, certifying that the proposal was made in good faith and without collusion or fraud. See 'Non-Collusion Form' attached.

TAX COMPLIANCE FORM

Every proposal must include a written certification that the proposer has complied with all state laws relating to taxes, reporting of employees and contractors, and child support. See 'Tax Compliance Form' attached.

CORPORATE BIDDER FORM

If the proposal is being submitted by a corporation, the proposal must include a certification that the individual submitting the bid has been authorized to bind the corporation. See 'Certificate of Corporate Authority' attached.

REFERENCE FORM

Every proposal must include at least three (3) references. See 'Reference Form' attached.

PLAN OF SERVICE

Proposer must submit a Plan of Service that:

1. Responds to all of the minimum requirements listed in section 3.1.
2. Describing the proposer's proposed use.
3. Describes the proposer's ability and experience in maintaining buildings.
4. Identify the proposer's fiscal capacity to successfully meet the terms of this Request for Proposals.

DISCLOSURE OF BENEFICIAL INTERESTS FORM

Every proposal must include a completed Disclosure of Beneficial Interests Form, which form must be filed with DCAMM before any lease may be executed.

☐ **ATTESTATIONS**

Every proposal must include an executed 'Attestations' Form (see attached).

2.2 PROPOSAL DELIVERY

Below please find a description of the manner in which proposals must be submitted.

2.2.1 DUE DATE AND TIME

Proposals shall be received by the Town Administrator's Office on or before 11:00 AM on July 28, 2026.

Any proposal received after that time shall be rejected as non-responsive.

2.2.2 ADDRESS

Proposals shall be delivered to the Town Administrator's Office, 600 Chief Justice Cushing Hwy, Scituate MA 02066.

2.2.3 HOURS OF OPERATION

Proposals must be delivered during the normal hours of operation of the Town of Scituate:

| | |
|-------------------------------|------------------|
| Monday, Wednesday & Thursday: | 8:30 AM-4:45 PM |
| Tuesday: | 8:30 AM-7:00 PM |
| Friday: | 8:30 AM-11:45 AM |

2.2.4 COPIES

Proposers must submit one (1) original paper copy of the proposal.

2.2.5 LABELING

Each proposal shall be labeled with (1) the proposal number and title, (2) the proposal due date, (3) the name of the proposer.

2.3 SIGNATURES

A proposal must be signed as follows: 1) if the proposer is an individual, by her/him personally; 2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

2.4 QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS

2.4.1 QUESTIONS

Questions concerning this RFP must be submitted in writing to: Cameron MacDonald at accounting@scituatema.gov at least five (5) days prior to the proposal due date. Written responses will be posted to the town's website.

2.4.2 CHANGES

If any changes are made to this RFP, addenda will be issued. Addenda will be posted in the Town Administrator's Office, on the website and e-mailed to all proposers on record as having picked up the RFP.

2.4.3 MODIFICATIONS AND WITHDRAWALS

A proposer may correct, modify, or withdraw a proposal by written notice received by the Town of Scituate prior to the time and date set the proposal due date.

Modifications must be submitted in a sealed envelope clearly labeled "Modification No._" to the address listed in part one of this section. Each modification must be numbered in sequence and must reference the RFP.

After the proposal due date, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived, or the proposer will be allowed to correct them.

2.5 UNFORESEEN OFFICE CLOSURES

If, at the time of the scheduled due date, 600 Chief Justice Cushing Hwy, Scituate, MA 02066, is closed due to uncontrolled events such as fire, wind, or building evacuation, the due date will be postponed until 2:00 PM on the next normal business day. Proposals will be accepted until that date and time.

PART 3. DESCRIPTION, EVALUATION AND SELECTION

3.1 MINIMUM CRITERIA

- The proposer must commit to paying all utilities, including but not limited to electrical, oil, and any cable & broadband charges, attributed to the building.
- Obtain and maintain insurance renter's insurance.
- Seek the approval of the Facilities Director before making any structural or cosmetic alterations to the building or placing any additional equipment outside the building. (Any fixture shall remain the property of the selected proposer.)
- Use the property in a way that will have little or no physical impact on the structure and will be carried out without harm to the structure, including both interior and exterior spaces.
- Inspection of property, including buildings and trails, at least weekly and reporting any conditions to be remedied, or that property is in good condition, to Facilities Department by a method to be determined by the Facilities Director.
- Daily inspection of exterior of buildings to ensure security. If findings, report to Facilities Department by a method to be determined by the Facilities Director and Police Department (if necessary).
- Snow clearing of path to cottage main entrance, main building main entrance and tenant's vehicle.
- The proposer must demonstrate conformance with all submission requirements.
- The proposer must commit to hosting public events such as workshops and/or tours in conjunction with selected Boards, Committees and Commissions approved by the Town Administrator.
- In the event that the proposer is unavailable to perform any of the above duties, the proposer shall inform Facilities Director as early as possible to arrange coverage.
- The proposer must be at least 18 years of age.
- The proposer must be able to perform the core functions of the position including walking and standing.
- The proposer must demonstrate the ability to make monthly lease payments to the Town of Scituate at the price listed in the Proposer's Price Proposal.
- The proposer must have no prior criminal record. Any applicant and any additional residents submitting a proposal are subject to a CORI background check by the Town of Scituate Police Department.
- The property is open from dawn until dusk. The proposer must commit to being cordial in encounters with visitors and providing visitors with directions and/or information relevant to the property.

3.2 COMPARATIVE CRITERIA

3.2.1 ABILITY TO MONITOR BUILDINGS AND INSPECT SURROUNDING GROUNDS

| | |
|---------------------|--|
| Highly Advantageous | The proposer has shown exceptional experience to provide oversight to the buildings and surrounding grounds. Seven or more years of property management or similar experience. |
|---------------------|--|

| | |
|-------------------|--|
| Advantageous: | The proposer shows moderate experience to provide oversight to the buildings and surrounding grounds. Five or more years of property management or similar experience. |
| Not Advantageous: | The proposer shows marginal to no experience to provide oversight to the buildings and surrounding grounds. Less than five years of property management or similar experience. |
| Unacceptable: | No experience in general oversight of buildings and grounds. |

3.2.2 ABILITY TO BE A STEWARD OF THE MORDECAI LINCOLN PROPERTY

| | |
|---------------------|--|
| Highly Advantageous | The proposer has shown exceptional experience in and/plans(s) to learn about historical properties and is willing to educate visitors on the property. |
| Advantageous: | The proposer shows moderate experience in and/plans(s) to learn about historical properties and is willing to educate visitors on the property. |
| Not Advantageous: | The proposer shows marginal to no experience in and does not plan to learn about historical properties and is willing to educate visitors on the property. |

3.2.3 ABILITY TO PROVIDE SNOW/ICE REMOVAL

| | |
|---------------------|--|
| Highly Advantageous | The proposer has shown exceptional experience and/plans(s) to provide seasonal grounds maintenance in the form of snow and ice removal from access to and from the main building and the caretaker cottage as well as the tenant's parking area. |
| Advantageous: | The proposer shows moderate experience and/or plan(s) and/plans(s) to provide seasonal grounds maintenance in the form of snow and ice removal from access to and from the main building and the caretaker cottage as well as the tenant's parking area. |
| Not Advantageous: | The proposer shows marginal to no experience and/or plans to provide no seasonal grounds maintenance in the form of snow and ice removal from access to and from the main building and the caretaker cottage as well as the tenant's parking area. |

3.2.4 INTERVIEW

| | |
|---------------------|---|
| Highly Advantageous | The proposer's presentation was professional, clear and well organized, demonstrating the proposer's ability to successfully enter a lease and with the Town of Scituate. |
| Not Advantageous: | The proposer presentation was not clear, not organized and lacked professionalism. |

3.3 RULE FOR AWARD

Any lease and/or management agreement that results from the Request for Proposals shall be awarded to the responsive and responsible proposer submitting the proposal considered most advantageous, taking into consideration all evaluation criteria set forth in this RFP. A sample lease is included herewith as Attachment A to this RFP. Any award is conditioned on the successful negotiation of any revisions to the selected proposer's Plan of Services, the lease and a management agreement. If the selected proposer and the Select Board cannot agree on final terms for the Plan of Services, lease and management agreement, the Select Board may award the lease to the next most advantageous proposer.

PART 4. TERMS AND CONDITIONS

4.1 TERM OF AGREEMENT

The term of any lease and any management agreement that results from the Request for Proposals shall be for one year with the option to renew for up to two additional years in one-year increments.

4.2 DESCRIPTIONS IN REQUEST FOR PROPOSALS

The descriptions of the Building and Property set forth in the Request for Proposals are believed to be correct, but any error or omission shall not constitute ground or reason for nonperformance of the lease or management agreement, or claim by the lessee for allowance, refund, or deduction from the rental price.

4.3 CONDITION OF PROPERTY

The Building will be leased "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, quality, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the proposals have been opened.

4.13 COMPLIANCE WITH APPLICABLE LAWS

The lease and management agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The proposal must comply with all Federal, State, and municipal laws, ordinances, rules and/or regulations.

4.14 EXAMINATION

By submitting a proposal, the proposer warrants that he or she has examined the Building and Property, and has fully acquainted himself or herself with all conditions and restrictions pertaining to the site.

4.15 ABILITY AND EXPERIENCE

The Town of Scituate will not award a lease or management agreement to any proposer who cannot furnish satisfactory evidence of their ability and experience.

The Awarding Authority may make such investigations as it deems necessary to determine the above and a proposer shall furnish information requested in this regard and shall furnish it under oath if required.

4.20 WAIVER

The Town of Scituate reserves the right to reject any and all proposals, or to waive any informalities in the proposal process, if deemed in the Town's best interest.

4.21 UTILITIES

The Tenant shall pay all utility charges including, electrical, oil, and any cable & broadband charges attributed to the building.

ATTACHMENT A-SAMPLE LEASE AGREEMENT

LEASE AGREEMENT

Town of Scituate Historic Property

Mordecai Lincoln Cottage

This lease agreement (“**Agreement**”) is made as of the Effective Date (defined below) by and between the Town of Scituate, a Massachusetts municipal corporation with its principal place of business at Town Hall, 600 Chief Justice Cushing Highway, Scituate, Massachusetts 02066, acting by and through its Select Board (the “**Town**”) and [insert] (“**Tenant**” and, together with the Town, the “**Parties**”).

1. **Premises.** The Tenant agrees to rent from the Town, under the terms and conditions of this Agreement, the residential historic caretaker’s cottage, excluding the land and other structures thereon, located at 62 Mordecai Lincoln Rd., Scituate, MA 02066 (“**Premises**”).
2. **Term.** The tenancy shall commence at the beginning of the day on [date] and shall continue for a period of one year, terminating on [date] (the “Initial Term”), with the option to renew for up to two additional one-year periods (each an “Extension Term”) by mutual consent. The Effective Date of this Agreement shall be [insert].
3. **Rent.** The total rent for each monthly period during the Initial Term is the sum of [insert], due and payable in advance on the first day of each calendar month. The total rent shall increase by 3% annually for each any Extension Term. Tenant shall pay rent to the Town by delivering a personal or cashier’s check, due and payable to the “Town of Scituate,” to the Town Administrator’s Office at Town Hall, 600 Chief Justice Cushing Highway, Scituate, Massachusetts 02066. If the Tenant fails to pay the rent in full before the end of the 30th day after the rent is due, the Tenant shall pay to the Town, in addition to the rent, a late charge equal to \$25.00. If any check offered by the Tenant to the Town in payment of rent or any other sum due under this Agreement is returned for lack of sufficient funds, a “stop payment” order, or any other reason, the Tenant shall pay to the Town a returned check charge of \$25.00.
4. **Historic Nature of Premises.** The Tenant acknowledges that the Premises are a unique property with historic value and characteristics. The Tenant shall not repair, modify, or alter the Premises in any way—including but not limited to nail holes in walls, painting, installation of fixtures, or landscaping or hardscaping—without the Town’s advance written consent. The Tenant shall not alter, rekey, or install any locks on the Premises without the Town’s advance written consent. The Tenant shall not smoke on the Premises or permit any invitee to smoke. The Tenant shall not allow any pets or other animals on the Premises. The Tenant shall not store or allow for the storage of any hazardous materials, or other materials that might unreasonably increase the danger of fire or explosion, on the Premises. Because of the historic nature of the Premises, the Tenant agrees to keep the same neat, orderly, and in good repair, sufficient to maintain and protect the Premises’ historic quality. Without limiting the generality of the foregoing, the Tenant shall:
 - Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - Not obstruct or cover the windows or doors;
 - Not leave windows or doors in an open position during any inclement weather;
 - Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;

- Keep all air conditioning filters clean and free from dirt;
- Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. The Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein.
- Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents; and
- Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements.

The Tenant shall comply with any and all laws, ordinances, rules, and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises, including any such laws, ordinances, rules, or orders enacted after the commencement of this Agreement. The Tenant shall further comply with any and all rules or regulations the Town, acting by and through its Select Board, may place upon the Tenant's use or occupancy of the Premises under this Agreement, including any such rules or regulations adopted after the commencement of this Agreement.

In addition, the Tenant shall fulfill the following responsibilities during the pendency of the tenancy:

- Seek the approval of the Facilities Director before making any structural or cosmetic alterations to the building or placing any additional equipment outside the building. (Any fixture shall remain the property of the selected proposer.)
- Use the property in a way that will have little or no physical impact on the structure and will be carried out without harm to the structure, including both interior and exterior spaces.
- Inspection of property, including buildings and trails, at least weekly and reporting any conditions to be remedied, or that property is in good condition, to Facilities Department by a method to be determined by the Facilities Director.
- Daily inspection of exterior of buildings to ensure security. If findings, report to Facilities Department by a method to be determined by the Facilities Director and Police Department (if necessary).
- Snow clearing of path to cottage main entrance, main building main entrance and tenant's vehicle.
- Property is open to public dawn through dusk and tenant should be cordial in encounters with visitors and provide directions and/or information relevant to property.

5. Limit on Use and Occupancy, Assignment, and Subletting. The Premises are to be used by the Tenant as a private residence only. At no time shall the Tenant use the Premises as anything other than a single-family private residential dwelling, and shall be prohibited from carrying on any business, profession, or trade of any kind from the Premises. Occupancy by any persons other than the Tenant and his/her family members for five or more consecutive days in any one calendar month is prohibited without the Town's advance written consent and shall constitute a material breach of this Agreement. Any assignment of the Tenant's rights under this Agreement or subletting of the Premises is prohibited without the Town's advance written consent.
6. Utilities. The Tenant shall pay all utility charges including, electrical, oil, and any cable & broadband charges attributed to the building.
7. Damage to Premises. Any damage to the Premises, no matter how minor or incidental, caused by (a) the Tenant, (b) the Tenant's family members, agents, invitees or other persons acting at the direction of or

on behalf of the Tenant, or (c) the Tenant's negligence whether in whole or in part, shall constitute a breach of this Agreement and the Tenant shall be liable for the same to the Town in the amount necessary to repair said damage. Notwithstanding the foregoing, in the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between the Town and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and the Town refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Town shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that the Town exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by the Town as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

8. Right of Entry. The Town, its agents, designees, and guests shall have the right to enter the Premises upon such advance terms and conditions as the Town may specify with 24 hours advance written notice. The Tenant acknowledges that the Premises is of an historic quality and that such entry may include entry by members of the public for events, tours, or other activities consistent with the Town's ownership and use of the Premises as historic. The Town's right of entry shall also exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
9. Subordination. This Agreement and the Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by the Town, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
10. Surrender of Premises. Upon the expiration or termination of this Agreement, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
11. Indemnification and Release. The Town shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or to goods or equipment, or in the structure or equipment of the structure of the Premises, and the Tenant hereby agrees to indemnify, defend and hold the Town harmless from any and all claims or assertions of every kind and nature. Nothing in this Agreement shall constitute a waiver or abandonment of: (i) the Town's sovereign immunity from suit; (ii) the protections and provisions of the *Massachusetts Torts Claims Act*, G.L. c. 258; or (iii) any other provision of law applicable to the Town and its liability or capacity to be sued under this Agreement or at common law.
12. Insurance. Tenant shall obtain and maintain insurance covering bodily injury and property damage in the amount of not less than \$1,000,000.00 per occurrence. Certificates of insurance evidencing the coverage required hereunder and copies of the policies, together with evidence that all premiums have been paid, shall be filed with the Town prior to the commencement of a lease. All policies shall contain a provision that coverages afforded by them will not be cancelled or amended until at least thirty (30) days prior written notice has been given to the Town. In the event that any policy is cancelled or amended, I shall immediately provide notice to the Town and take all steps necessary to reinstate such policy to conform to the requirements of this RFP. The insurance provided shall name the Town as an "additional insured". Tenant shall also obtain and maintain renters' insurance to insure all contents within the Premises.
13. Termination. This Agreement may be terminated by the Town or the Tenant with no fewer than 30 days' written notice prior to the monthly period constituting the last period of the tenancy under said notice. This right to terminate shall not constitute a waiver or abandonment by the Town of any other right at law or otherwise, to terminate or take other action, to protect the Premises and its unique historic qualities from damage or other harm.
14. Abandonment. If at any time during the term of this Agreement the Tenant abandons the Premises or any part thereof, the Town may, at the Town's option, obtain possession of the Premises in the manner

provided by law, and without becoming liable to the Tenant for damages or for any payment of any kind whatever. The Town may, at the Town's discretion, as agent for the Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at the Town's option, hold the Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by the Town by means of such reletting. If the Town's right of reentry is exercised following abandonment of the Premises by the Tenant, then the Town shall consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Town may dispose of all such personal property in any manner the Town shall deem proper and the Town is hereby relieved of all liability for doing so.

15. Attorney's Fees. Should it become necessary for the Town to employ an attorney to enforce any of the conditions or covenants of this Agreement, including the collection of rentals or gaining possession of the Premises, the Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
16. Notice. All notices that are required or authorized by this Agreement, shall be written, shall be effective upon delivery and, if to the Town, shall be delivered to the Office of the Town Administrator, Town Hall, 600 Chief Justice Cushing Highway, Scituate, MA 02066, and, if to the Tenant, to the Premises.
17. Waiver. The waiver by a Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach by that Party. No waiver shall be valid unless in writing and signed by the Party against whom enforcement of the waiver is sought.
18. Severability. This Agreement does not violate any federal or state statute, rule, regulation or common law known; but any provision which is found to be invalid or in violation of any statute, rule, regulation or common law shall be considered null and void, with the remaining provisions remaining in full force and effect.
19. Governing Law, Construction, and Venue. This Agreement's validity, interpretation, construction, performance, and enforcement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to Massachusetts' choice-of-law or conflicts-of-law principles or rules. Any claim or action arising under or relating to this Agreement may be brought only in Plymouth County, Massachusetts, and the Parties hereby agree that venue is proper, and shall only be proper, in that forum.
20. Counterparts; Facsimile or Electronic Signatures. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Facsimile or electronic signatures of this Agreement shall constitute original signatures of the Parties.
21. Incorporation of RFP by Reference; Entire Agreement. All requirements, specifications, attestations, terms and conditions described in the Town of Scituate, Request for Proposals #26-01-SB MLP, Caretaker/Tenant of Mordecai Lincoln Cottage (the "RFP"), are hereby incorporated by reference, and made part of this Agreement. This Agreement constitutes the final and complete expression of the Parties on the tenancy described in this Agreement. This Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects discussed herein, without limitation. No Party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations, or agreements other than those contained in this Agreement.

[Signature Page Follows]

The Town of Scituate,

By the Town Administrator as duly authorized by vote of the Select Board on [insert]:

[Insert Name]

[Date]

The Tenant:

[Insert Name]

[Date]

ATTACHMENT B - MAP OF LOCATION (cottage denoted by red marker)

