

# REQUEST FOR PROPOSALS

## Town of Ludlow, Massachusetts Board of Assessors

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### FOR THE IMPLEMENTATION OF A THREE YEAR REVALUATION PROGRAM FOR ALL CLASSES OF PROPERTY COMMENCING IN FISCAL YEAR 2020

Sealed proposals, addressed to the Board of Assessors, will be received and registered by the Office of Assessors:

488 Chapin Street, Ludlow, Massachusetts 01056 until 4:00 p.m. on \_\_\_\_\_, 2019 .

The Town of Ludlow reserves the right to reject any and all proposals or to waive any formalities and minor defects and irregularities in the proposals if it appears in the TOWN'S best interest.

#### **Section 1. General Requirements:**

Contractors shall submit separate price and non-price (or technical) proposals. The price proposal (Schedule D.) attached hereto must be completely filled out, signed, placed in an envelope and sealed. The non-price proposal must at the very least address and comply with all minimum requirements set forth in this Request for Proposals (RFP) in order to be considered responsive. Contractors shall not submit a copy of this RFP as part of the proposal. The non-price proposal shall also be signed, placed in a separate envelope, sealed and returned.

Both the envelope containing the price proposal and the envelope containing the non-price proposal must be marked with the contractor's name, description of proposal, and either PRICE PROPOSAL or NON-PRICE PROPOSAL. A contractor may correct, modify or withdraw a bid by sealed written notice that must be clearly marked as a correction, modification or withdrawal. Any such correction, modification or withdrawal must be received in the Office of the Assessors at least one hour prior to the scheduled time and date set for the opening of the proposals.

In addition to addressing each of the items in the specifications, the contractor must submit the following as part of the proposal:

1. A letter of transmittal signed by the individual authorized to negotiate for and contractually bind the contractor stating that the offer is effective for at least thirty (30) days from the deadline for the submission of the proposals.
2. A list of Massachusetts municipalities for which the contractor has provided professional services and/or Valuation software.
3. A list of Massachusetts municipalities for which the contractor is currently committed to provide professional services and/or Valuation software.
4. A list of past and current customers for which the CONTRACTOR or its subsidiaries are involved, or anticipates being involved, in litigation or other disputes resulting from contracts for providing revaluation services or Valuation software.

## **Section 2. Legal and Contractual Requirements:**

### **1. Proposal Rules**

This proposal is solicited and will be awarded pursuant to the rules set forth in Chapter 687 of the Massachusetts Acts of 1989, the "Uniform Procurement Act", now Chapter 30B of Massachusetts General Laws. Whenever the requirements of this RFP are inconsistent with or prohibited by Chapter 30B, Chapter 30B shall prevail.

### **2. Reviewing Period**

All proposals meeting the requirements and conditions described herein may be held by the TOWN for a period not to exceed thirty (30) days from the opening of proposals for the purpose of reviewing such proposals and investigating the qualifications of contractors prior to the awarding of the contract.

### **3. Basis of Award**

- A. The contract shall be awarded to the contractor submitting the most advantageous proposal, taking into consideration each proposal's relative merits and relative prices.
- B. The Board of Assessors has been appointed to evaluate the relative merits of the submitted non-price proposals.

### **4. Best Price**

- A. The lowest price for the purposes of this proposal is the lowest Total Cost (to be recorded in the Price Proposal, Schedule D.)

### **5. Compliance with Applicable Laws**

- A. The contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- B. The contractor must affirm that he will conduct this project in compliance with the General Laws of the Commonwealth of Massachusetts relating to property assessment and administration. Therefore, the contractor must have a complete understanding of these laws. Furthermore, the contractor must be cognizant of the role of the Massachusetts Department of Revenue in administering and enforcing these laws, and must agree to comply with all regulations and directives of the Department of Revenue.
- C. The contractor must comply with all federal, state and municipal laws, ordinances, rules and/or regulations. The contractor and/or his subcontractors, agents, servants and/or employees shall obtain at their sole cost and expense, all required permits, franchises, approvals, licenses and/or certificates necessary for the performance of his obligations pursuant to the Contract.

### **6. Force Majeure**

Neither party shall be liable to the other, or be deemed to be in breach under the 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 of or labor disputes, or shortages or fluctuation in electric power, heat, light or air conditioning. Performance deadlines will be extended for a period of time equal to the length of such delays, provided that the party whose performance is affected promptly notifies the other party of the existence and nature of such delay. It is agreed, however, that since the performance deadlines of this contract are important to the implementation of the entire revaluation program, continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the contractor, shall be deemed to render the performance impossible and the municipality shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination".

#### **7. Termination of Contract**

Subject to the provisions of the section entitled "Force Majeure", if the contractor shall fail to fulfill in a timely and satisfactory manner its obligations under the agreement, or if the contractor shall violate any of the covenants, conditions, or stipulations of this Contract, where such failure or violation continues for a period of twenty one (21) business days after contractor's receipt of written notice of such failure or violation, the municipality shall have the right to terminate this contract by giving written notice of termination at least seven days before the effective date of termination.

#### **8. Assignment of Contract**

The contractor shall 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 or to become due to the contractor from the municipality hereunder may be assigned to a bank, trust company, or other financial institution without such consent provided notice of such assignment is furnished promptly to the Assessors, any such assignment shall be expressly made subject to all defenses, set-offs, or counter-claims which would have been available to the TOWN against the contractor in the absence of such assignment.

#### **9. Evaluation of Work**

To assure compliance with this Contract, the TOWN shall have the right to enter into the contractor's premises during the normal business hours to inspect, monitor, or otherwise evaluate the work performed or being performed therein.

#### **10. Ownership of Information**

- A. All information acquired by the contractor from the TOWN or from others at the expense of the TOWN in the performance of the agreement, shall be and remain the property of the TOWN. 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 for delivery to the TOWN shall be and remain the property of the TOWN.
- B. The contractor agrees that he will use this information only as required in the performance of this Contract and will not, before or after the completion of this project, otherwise use said information, nor copy, nor reproduce the same in any form except pursuant to the sole written instruction of the TOWN. The contractor further agrees to return said information in whatever form it is maintained by the contractor.

## **11. Questions and Interpretations**

Any questions regarding the proposal's documents shall be referred to the Board of Assessors in writing at least five working days prior to the date and time for receipt of proposals. All answers and interpretations and any changes to the documents will be issued in the form of addenda to all proposals of record and the addenda shall become part of the Contract documents. No other form of communication in this regard will be considered legal and binding.

## **12. Examination**

By submitting a proposal, the contractor warrants that he has fully acquainted himself with all conditions and restrictions pertaining to the execution of the project described herein. No claim for any extra or extension of time will be allowed for failure to observe this requirement.

## **13. Ability and Experience**

- A. The awarding authority will not award a contract to any contractor who cannot furnish satisfactory evidence of his ability and experience in this type of work and that he has sufficient plant and capital to enable him to execute and complete the work within the given time period.
- B. The awarding authority may make such investigations it deems necessary to determine the above and the contractor shall furnish the TOWN with any information requested in this regard and shall furnish same under oath if required.

## **14. Certificate of Non-Collusion and Tax Attestation Form**

All contractors must sign the attached forms (Attachments A, B, and C) which incorporates both an attestation clause regarding Massachusetts state tax returns and a certificate of non-collusion.

## **15. Corrections**

Erasures or other changes in the proposal must be explained or noted over the signature of the contractor.

## **16. Conflict of Interest**

- A. 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 under the Contract.
- B. No employee of the TOWN and no public official who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall:
  - i. Participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested; or

- ii. Have any financial interest, direct or indirect in this Contract or the proceeds thereof.
- C. The Contractor shall not Contract with or employ an Assessor or other municipal employee of the TOWN in connection with the Project.

## **18. Liability**

The Contractor agrees to indemnify, save harmless, and defend the TOWN from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney fees) which it may hereunder incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination or adverse effects on the environment, or any violation of governmental laws, regulation or orders caused, in whole or in part, by the Contractor's employees, agents or servants, in the performance of this Contract.

## **19. Insurance Coverage**

### **A. General**

The Contractor shall, before commencing performance of the Contract, be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the Liability of the Contractor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the TOWN, its agents and employees from any and all claims for damages to persons or property as may arise out of the performance of this Contract.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract, and may constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be carried and maintained at the sole expense of the contractor.

**B. Contractor's Comprehensive General Public Liability and Property Damage Liability Insurance**

The contractor shall carry Comprehensive General Liability Insurance providing for a limit of not less than five hundred thousand dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person and subject to that limit for each person, a total limit of not less than one million dollars (\$1,000,000.00) for all damages arising out of bodily injury or death of two or more persons in any one accident; and Contractor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than five hundred thousand dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit of not less than one million dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

**C. Comprehensive Automotive Liability and Property Damage Insurance**

The contractor shall carry Comprehensive Automobile Liability Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the contractor while performing work under this Contract in the amount of not less than five hundred thousand dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than one million dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than five hundred thousand dollars (\$500,000.00) for all damages arising out of injury to or destruction of property.

**D. Certificates of Insurance**

A certificate shall be filed by the contractor with the TOWN showing compliance with the Workman's Compensation laws, before commencing any work.

**FAILURE TO COMPLY WITH THE ABOVE CONDITIONS AND REQUIREMENTS OR ANY ATTACHED SPECIFICATIONS OR ANY OTHER MINIMUM QUALIFICATIONS WILL BE JUSTIFICATION TO REJECT ANY PROPOSAL AS INCOMPLETE.**

### **Section 3. Evaluation Criteria**

#### **A. Minimum Evaluation Criteria**

The following are the minimum qualifications for participating contractors:

1. As of January 1, 2019 the Contractor shall have successfully completed a minimum of (5) revaluation or valuation update projects within the Commonwealth of Massachusetts over the last five (5) years.
2. The Contractor shall have expertise in Computer Assisted Mass Appraisal.
3. The project director must have a minimum of (5) five years experience in valuation of property in Massachusetts and previous experience as a project director with the contractor.
4. Computer-generated values for all parcels must be provided using the Towns In-House Assessment System, *pkAssessment*<sup>™</sup>, licensed to the Town by Paul S. Kapinos & Associates, Inc.
5. The proposed Project Work Plan must meet the minimum standards for acceptance by the Commissioner of Revenue.

#### **B. Comparative Evaluation Criteria**

1. A contractor shall be deemed acceptable in this criterion if he satisfies all the applicable Minimum Evaluation Criteria set forth in Section 3.1
2. A contractor shall be deemed advantageous in this criterion if he successfully meets all of the following requirements, and be deemed highly advantageous if he exceeds the following requirements.
  - (a) Completed a minimum of (10) ten revaluation or valuation update programs in the Commonwealth of Massachusetts during the prior (5) five years.
  - (b) Has extensive experience in the valuation of CIM Properties.
  - (c) The Project Supervisor has (10) ten years experience in valuation of property in Massachusetts and previous experience with the contractor; and has extensive experience in the Valuation of Commercial and Industrial Properties.

In order to fairly evaluate the above criterion, the contractors must submit sufficient documentation and references to substantiate any information provided in conjunction with the above requirements.

## **Section 4. Scope of Project and Overview:**

### **1. Profile of Ludlow:**

The Board of Assessors seeks to implement three year level funded plan that will accomplish the following goal:

- Continue their annual valuation updates for FY2020, 2021, and 2022.
- Conduct a three year Cyclical Re-inspection Program of 50% all Improved Real Property.

Parcel Count , See FY2019 LA4 attached hereto as ATTACHMENT D.

For the purposes of this RFP all 4 to 8 unit, apartments, mixed-use, commercial, and industrial properties, shall be referred to as CIM.

### **2. Scope of Services:**

Refer to **Schedule A. Statement of Services** attached hereto.

A. The work of THE CONTRACTOR shall reflect a complete knowledge of the certification requirements of the Massachusetts Commissioner of Revenue, of Massachusetts law, whether of statutory or judicial origin, and of Massachusetts regulations, relating to property tax assessment administration, but in no event shall THE CONTRACTOR be required to perform services or provide products not currently necessary or contemplated by this Agreement or relevant regulations.

### **3. Responsibilities of the TOWN:**

A. The TOWN shall provide “parcel identification data” for each parcel which shall consist of owner’s name and mailing address, property address, subdivision deed references, property classification, lot dimensions, and land area in acres or square feet, sales history, building permits data, and all appraisal data, current to the most recent tax billing date.

B. The TOWN shall provide the zoning classification for each parcel, current and correct as of the most recent tax year. The TOWN shall provide one set of zoning maps and a copy of zoning ordinances covering all parcels, correct and current as of the most recent tax year.

C. The TOWN shall provide two (2) sets of “tax maps”, covering all parcels, correct and current as of the most recent tax year. THE CONTRACTOR may rely upon the accuracy of the maps and is not responsible for any errors in the maps or any errors resulting from the use of the maps. Each map shall be drawn to scale, and shall be identified by map and parcel numbers.

D. The TOWN shall continuously and currently update the legal information referred to in this section to January 1, of each year.

F. The TOWN shall provide THE CONTRACTOR with the necessary office space and local telephone service for the duration of the project.



G. The TOWN will be responsible for the mailing, including postage, of verification Questionnaires and Call Back notices.

H. The TOWN is responsible for Public Relations including, but not limited to, periodic press releases and scheduling of appointments.

I. The TOWN is responsible for performing daily, weekly, and monthly system “back-ups” of the System.

J. The TOWN is responsible for all data entry of all legal file data and Residential Building Permits

#### **4. Deliverable Products**

In addition to the services performed pursuant to this RFP, THE CONTRACTOR agrees to deliver, in a timely fashion, each product listed in **Schedule B.** attached hereto.

#### **5. Term Of Agreement**

The parties’ obligations under this Agreement shall commence and continue according to the PROJECT TIMETABLE attached hereto as **Schedule C.**

#### **6. Compensation**

In consideration of the services to be performed and the products to be delivered, THE CONTRACTOR shall be paid according to the terms and procedures described in the PAYMENT SCHEDULE below, the sum listed in the Project Cost Itemization to be submitted separately as the PRICE PROPOSAL

This price includes all costs of the services and products specifically defined by this Agreement including professional and technical staff services, THE CONTRACTOR’S indirect and overhead costs, travel and subsistence for staff, incidental project costs, local transportation expense, other out-of-pocket expenses that are incurred on the job, and the services and facilities of THE CONTRACTOR’S sub-contractors, if any, but in no event does this price limit the TOWN’S options to request additional services from THE CONTRACTOR in consideration of a price to be agreed to between the parties hereto. In no event shall THE CONTRACTOR provide services not defined in this Agreement without the prior written approval of the Ludlow Board of Assessors.

#### **7. Payment Schedule**

A. Payments shall be made to THE CONTRACTOR monthly, based on the portion of work completed and delivered to the Assessors during the preceding month. No payments will be made until the work is approved by the Assessors. The Assessors will review each monthly invoice and either approve it for payment as follows or return it to THE CONTRACTOR with a written statement of reasons for its rejection.

B. THE CONTRACTOR shall present the TOWN with a monthly written invoice within a reasonable time following the month billed. Upon the Assessors’ determination that the work performed for the preceding month has been satisfactorily completed according to the work-plan and time schedules, a percentage payment representing ninety percent (90%) of amount billed for that month, shall be paid to THE

CONTRACTOR. The total amount paid on this monthly basis shall not exceed ninety percent (90%) of the total amount of the Agreement.

C. Payment is due within thirty (30) days after the date of receipt of each bill for services rendered in accordance with this Agreement. Failure of the TOWN to make payments when due shall constitute breach of a provision of this Agreement. Failure of the TOWN to cure said breach within fourteen (14) days of receipt of written notice from THE CONTRACTOR of said breach shall entitle THE CONTRACTOR, in addition to its other rights and remedies, to suspend further performance under this Agreement without liability.

D. The remaining ten percent (10%), and any OVERAGE will be paid to THE CONTRACTOR within thirty (30) calendar days following the satisfactory completion of all terms of the Agreement for each year.

### **8. Parcel Count (Overage)**

This RFP is based on a parcel count not to exceed those listed in Town of Ludlow Fiscal 2019 LA-4 Report included herein as Attachment D.

The TOWN shall pay THE CONTRACTOR for each parcel in excess of such parcel count in accordance with the following per parcel cost schedule. Such additional payment shall be added to the final payment described herein. Include with Schedule D for your proposal.

### **9. Data Processing Facilities**

THE CONTRACTOR is responsible for procuring the necessary and appropriate data processing facilities for any off-site work required in the performance of this Agreement. However, THE CONTRACTOR shall have access to the TOWN'S Appraisal System during the Term of this Agreement both on-site (direct) and from off-site locations via the TOWN'S high speed internet connection.

### **10. Personnel**

THE CONTRACTOR agrees that at all times the number and qualifications of the personnel to be employed in this project will comply with 830 Code of Massachusetts Regulations 58.04, Section 3 regarding the minimum staffing requirements.

All personnel, including sub-contractors, shall be approved by the TOWN prior to performing any services under this Agreement.

### **11. Defense of Values**

It is expressly agreed and understood that "Defense of Values" is not included in the fixed fee of this Proposal. Include per diem defense of values price on Schedule D.

## **Schedule A: Statement of Services**

### **1. Valuation Maintenance and Interim Updates: Fiscal 2020, 2021, and 2022**

#### **A. Commercial, Industrial, Mixed Use, Multi-Family, and Exempt:**

- 1.) Measure and List as required all parcels with building permits and zoning changes in accordance with the Town's existing methodology including "call backs" and splits on all appropriate parcels.
- 2.) Code all parcels for data entry on the Town's *pkAssessment* System in accordance with established guidelines to include the Cost and Income Approaches where applicable.
- 3.) Deliver a completed data collection form for each parcel as required including all coding and diagrams of all major improvements, digital photographs of all major improvements, and a detailed listing which includes square foot and unit breakdowns by tenant, use and construction detail.
- 4.) Review the computerized property record card after the data entry by the TOWN for its accuracy. Correlate the Cost and Income Approaches to value and compare the total units values to comparable properties to insure consistency and equity in the final valuation. This shall also cost verification and comparison on any new construction.
- 5.) Analyze all qualified sales and offerings to verify existing assessment levels use and location. Produce a narrative summary of findings and recommendations to the Board of Assessors. Adjust valuation models on the Town's *pkAssessment* System to reflect current market conditions after review and approval by the Town as required.
- 6.) Update Market Approach Spreadsheets for all Commercial and Industrial Condominiums. This shall include updating all sales within each complex, These spreadsheets shall produce "net adjustment factors" to be keyed into the Town's ATC System to produce square foot Market Values correlated to the Income Approach.
- 7.) Produce "New Growth" detailed reports and Totals by property type. Deliver automated LA-13 spreadsheets updated to DOR standards.
- 8.) Review all CIM Abatement Applications and make recommendations to the Board of Assessors

#### **B.) Residential:**

- 1.) Analyze all qualified sales to determine assessment levels. Stratify sales and produce ratio analyses by class, neighborhood, quarter, price quartile, style, net living area, land size, etc. Produce a narrative summary of findings and recommendations to the Board of Assessors. Adjust valuation models on the Town's *pkAssessment* System to reflect current market conditions after review and approval by the Town as required.

Update Market Approach Spreadsheets for all Residential Condominiums. This shall include updating all sales within each complex. These spreadsheets shall produce “net adjustment factors” to be keyed into the Town’s *pk*Assessment System

**II. Cyclical Re-inspection Program: 50% of all Improved Real Property over three years**

A.) Data Collection:

Measure and List 16.7% of all Improved Real Property each year in accordance with the Town’s existing methodology and Valuation System including “call backs” on all appropriate parcels. All properties must have an updated digital photograph of each major structure

B.) Quality Control:

Review the results of the data entry and pricing to insure accurate and consistent application of the Town’s Valuation Systems and Models

C.) Valuation Review:

Perform a valuation review of all re-collected Parcels to verify consistency of the application of the valuation models and the square foot and unit values by class of property.

D.) Data Entry: Update all appropriate parcels records with changes resulting from the inspection.

**Schedule B: Deliverable Products**

In addition to the products and services listed on Schedule A, the CONTRACTOR shall deliver the following:

All documents, reports, records, data or other material, in whatever form, manual or mechanized, obtained or produced during the performance of this project shall be the sole property of the TOWN and shall be delivered during an appropriated phase of or at the conclusion of the project, as required by the Assessors.

**Schedule C: Project Workplan:**

I. TIMETABLE

\_\_\_\_\_ FROM \_\_\_\_\_ THROUGH \_\_\_\_\_

FISCAL 2020

FISCAL 2021

FISCAL 2022

II PROJECT STAFFING:

\_\_\_\_\_  
NAME TITLE OR PROJECT RESPONSIBILITIES

**Schedule D. Price Proposal: Town of Ludlow Fiscal 2020 through 2022**

Instructions: Each blank must be filled in and the completed section must be signed, identified as the Price Proposal, placed in a ***separate envelope***, and sealed.

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Project Cost Itemization

| <b>Fiscal Year</b>  | <b>Price</b> |
|---|--------------|
| Fiscal 2020 Valuation Maintenance and Interim Year Update |              |
| Fiscal 2021 Valuation Maintenance and Interim Year Update |              |
| Fiscal 2022 Valuation Maintenance and Interim Year Update |              |
| Fiscal 2020 Cyclical Re-inspection Program                |              |
| Fiscal 2021 Cyclical Re-inspection Program                |              |
| Fiscal 2022 Cyclical Re-inspection Program                |              |
| <b>Total Price</b>  |              |

Overage:

List Cost Per Parcel Excess by Class:

Per Diem Rates for Defense of Values:

The undersigned hereby agree to furnish the TOWN in conformity with this proposal, any or all of the above articles at the price listed above.

Company:

Authorized Signature:

**ATTACHMENT A**  
**CERTIFICATE OF STATE TAX COMPLIANCE**

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A,

I, \_\_\_\_\_ of \_\_\_\_\_, whose principal place of business is located at \_\_\_\_\_ do hereby certify that the above-mentioned \_\_\_\_\_ has filed all required state tax returns, and has paid all state taxes required under law.

Signed under the penalties of perjury on this \_\_\_\_ day of \_\_\_\_\_, 199\_\_.

Name of Contractor \_\_\_\_\_

By:

Title: \_\_\_\_\_

**ATTACHMENT B**

**STATEMENT OF NON-COLLUSION**

I, \_\_\_\_\_, of \_\_\_\_\_, whose principal place of business is located at \_\_\_\_\_ do hereby certify that:

1. The proposed bid price has been arrived at independently, without collusion, consultation or communication as to any other contractor or with any competitor.
2. The said bid price was not disclosed by the Contractor and was not knowingly discussed prior to the submission, directly or indirectly, to any other contractor or to any competitor.
3. No attempt was made by the Contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
4. This bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Signed under the penalties of perjury on this \_\_\_\_ day of \_\_\_\_\_, 2019\_.

Name of Contractor \_\_\_\_\_

By:

Title: \_\_\_\_\_

**ATTACHMENT C**

**CERTIFICATE OF AUTHORITY**

(Corporations Only)

\_\_\_\_\_, 20

At a meeting of the Directors of \_\_\_\_\_ duly called and held at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at which a quorum was present and acting, it was VOTED that \_\_\_\_\_ this corporation is hereby authorized and empowered to make, enter into, sign, seal and deliver on behalf of this corporation a contract for \_\_\_\_\_ with the \_\_\_\_\_ of Massachusetts.

I do hereby certify that the above is a true and correct copy of this record, that said vote has not been amended or repealed and is in full force and in effect as of this date, and that \_\_\_\_\_ is the duly elected \_\_\_\_\_ of this corporation.

the

(Clerk) (Secretary) of

Corporation

Attest:  
(Affix Corporate Seal Here)



Attachment D.

MASSACHUSETTS DEPARTMENT OF REVENUE  
 DIVISION OF LOCAL SERVICES  
 ASSESSMENT / CLASSIFICATION REPORT FY 2019

Extract: LA-4  
 Database: LUDLOWLIVE  
 Filter:

Ludlow as of January 1, 2018  
 City/Town/District

| PROP TYPE                                     | A CCT / PARCEL COUNT | CLASS 1 Residential Assessed Value | CLASS 2 Open Space Assessed Value | CLASS 3 Commercial Assessed Value | CLASS 4 Industrial Assessed Value | CLASS 5 Personal Property Assessed Value |
|---|----------------------|------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|--|
| 101   | 6,012                | 1,355,862,300                      |                                   |                                   |                                   |  |
| 102   | 519                  | 92,352,000                         |                                   |                                   |                                   |  |
| MISC.103,109                                  | 21                   | 6,412,800                          |                                   |                                   |                                   |  |
| 104   | 462                  | 94,580,000                         |                                   |                                   |                                   |  |
| 105   | 26                   | 5,440,100                          |                                   |                                   |                                   |  |
| 111 - 125                                     | 57                   | 36,580,200                         |                                   |                                   |                                   |  |
| 130-132, 106                                  | 1,052                | 38,563,550                         |                                   |                                   |                                   |  |
| 200 - 231                                     | 0                    |                                    | 0                                 |                                   |                                   |  |
| 300 - 393                                     | 265                  |                                    |                                   | 146,824,200                       |                                   |  |
| 400 - 442                                     | 122                  |                                    |                                   |                                   | 48,548,700                        |  |
| 450 - 452                                     | 6                    |                                    |                                   |                                   | 7,948,600                         |  |
| CH.61 Land                                    | 6 13                 |                                    | 0                                 | 46,790                            |                                   |  |
| CH.61A Land                                   | 30 30                |                                    | 0                                 | 154,450                           |                                   |  |
| CH.61B Land                                   | 10 26                |                                    | 0                                 | 1,876,920                         |                                   |  |
| 012 - 043                                     | 91                   | 23,524,740                         | 0                                 | 15,925,300                        | 987,600                           |  |
| 501   | 528                  |                                    |                                   |                                   |                                   | 7,380,010                                |
| 502   | 193                  |                                    |                                   |                                   |                                   | 12,767,660                               |
| 503   | 0                    |                                    |                                   |                                   |                                   | 0  |
| 504   | 3                    |                                    |                                   |                                   |                                   | 169,011,450                              |
| 505   | 5                    |                                    |                                   |                                   |                                   | 10,610,900                               |
| 506   | 1                    |                                    |                                   |                                   |                                   | 149,200                                  |
| 508   | 4                    |                                    |                                   |                                   |                                   | 1,351,680                                |
| 550-552                                       | 1                    |                                    |                                   |                                   |                                   | 1,560,000                                |
| <b>TOTALS</b>                                 | <b>9,483</b>         | <b>1,653,315,690</b>               | <b>0</b>                          | <b>164,827,660</b>                | <b>57,484,900</b>                 | <b>202,830,900</b>                       |
| <b>REAL AND PERSONAL PROPERTY TOTAL VALUE</b> |                      |                                    |                                   |                                   |                                   | <b>2,078,459,150</b>                     |
| <b>EXEMPT EXEMPT COUNT</b>                    |                      |                                    |                                   |                                   |                                   | <b>116,917,400<br/>304</b>               |