

REQUEST FOR PROPOSALS

Town of Eastham, Massachusetts

FOR THE IMPLEMENTATION OF FISCAL 2013 AND 2015 INTERIM YEAR REVALUATION UPDATES AND FOR A FISCAL 2014 RE-CERTIFICATION PROGRAM.

Sealed proposals, addressed to the Town Administrator, must be received and registered by the Office of the Town Administrator:

2500 State Highway, Eastham, MA 02642 until **11:00 a.m.** on or before Wednesday, **July 18, 2012**. Specifications can be obtained from the office of the Town Administrator, Town of Eastham, 2500 State Hwy., Eastham, MA 02642, Monday through Friday from 8:00 a.m. – 4:00 p.m., or the website at www.eastham-ma.gov, and/or by calling 508-240-5900.

The Town of Eastham 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 (four copies)** and addressed to the Town Administrator. 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 (**four copies**) and addressed to the Town Administrator.

Both the envelope containing the price proposal and the envelope containing the non-price proposal must be clearly marked with the contractor's name, description of proposal, and either **PRICE PROPOSAL** or **NON-PRICE PROPOSAL (four copies of all proposals)** and addressed to the Town Administrator. 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 Town Administrator 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 60 days from the filing deadline.
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 submitted in response to this Request for Proposals shall remain firm and available for acceptance for sixty (60) days following the RFP opening. The contract shall be awarded, if at all, within sixty (60) days after the opening of the Request for Proposals. The time for award shall be extended for up to forty-five (45) additional days by mutual agreement between the Town of Eastham and the respondents to this Request for Proposals.

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 Town Administrator 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 Town Administrator, 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 proposals documents shall be referred to the Town Administrator 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.

17. Liability

The Contractor agrees to indemnify, save harmless, and defend the TOWN from and against 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 employee's in the performance of this Contract.

18. Insurance Coverage

A. Insurance

The contractor shall carry and maintain insurance, as required by applicable laws and regulations, but not less than specified below and in such form as shall protect the Town from all claims and liability for damage and personal injury, including accidental death, and for property damage which may arise from the operations covered under this agreement. The minimum coverage and amounts of such insurance shall be as follows:

Comprehensive General Liability

Bodily Injury	\$1,000,000 Each Occurrence \$3,000,000 Aggregate
Products Completed Operations	\$3,000,000 Aggregate

Automobile Liability

Bodily Injury and Property Damage	\$1,000,000 Each Occurrence
CSL	

Umbrella Policy

General Liability \$2,000,000

Worker's Compensation

As Required by Massachusetts General Laws \$500,000 Each Accident
\$500,000 Contract Limit
\$500,000 Each Employee

The policies shall be so written that the Town of Eastham will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation. A Certificate of Insurance from the insurance carrier, stating the limits of liability and the expiration date, shall be filed with the Town before operations may commence. The Town will be noted as an additional insured on the certificate.

B. Indemnification

The successful applicant shall agree to indemnify and hold harmless the Town of Eastham and its officers, employees, boards, commissions, agents and representatives from and against all claims, causes of action, suits, damages and liability of any kind which arise out of the acts, negligence, or willful misconduct of the successful applicant or its officers, employees, agents and representatives.

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, 2012 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 contractor must propose a timetable which provides for a Tax Billing date of no later than October 1st each year.
4. 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.
5. Computer-generated values for all parcels must be provided using the Towns In-House Assessment System, *pkAssessment*TM, licensed to the Town by Paul S. Kapinos & Associates, Inc.
6. 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.A
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) Completed a minimum of (2) Revaluation Programs utilizing the Town's Valuation Software during the prior (2) two years.
 - (c) The Project Director/ Principal Appraiser has a (10) years experience in the valuation of property in Massachusetts, extensive experience in the valuation of Commercial and Industrial Properties, extensive experience as an Expert Witness before the Massachusetts Appellate Tax Board, extensive experience in the Valuation of Property in Coastal Communities and Resort Properties, and previous experience as a Project Director with the contractor.
 - (d) Has completed a Revaluation or Valuation Update Project on Cape Cod within the Past (2) two Years

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 Eastham:

The Town of Eastham seeks to implement a plan that will accomplish the following goals:

Complete Interim Year Valuation Updates for Fiscal 2013 and Fiscal 2015.

Complete the Fiscal 2014 Re-Certification Project.

Parcel Count , See FY12 LA4 attached hereto as ATTACHMENT D.

For the purposes of this RFP, RESIDENTIAL shall refer to the following State Classes; 101,102,103,104,105,106,109,130,131,132; while 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, 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 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, 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 “back-ups” of the System.

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 Town Administrator.

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 eighty percent (80%) of amount billed for that month, shall be paid to THE CONTRACTOR. The total amount paid on this monthly basis shall not exceed eighty percent (80%) of the total amount of the Agreement for each year.

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 twenty percent (20%), 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. 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 utilizing PCANYWHERE™ communications software launched into "Host Mode" or substitute equivalent communications software provided by the CONTRACTOR.

9. 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.

10. 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. INTERIM YEARS FISCAL 2013 AND FISCAL 2015

1.1 MARKET ANALYSIS: 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. This shall include review of all sales, and follow-up on prior year vacancies and rentals, and recalculation of capitalization rates as required. Produce a narrative summary of findings and recommendations to the Board of Assessors.

1.2 RE-CALIBRATE SYSTEM MODELS AND DOR DOCUMENTATION: Adjust valuation models on the Town's *pk*Appraisal System to reflect current market conditions after review and approval by the Town as required. Produce all required DOR reports required for approval of Interim Year Valuation Adjustments.

1.3 PERSONAL PROPERTY UPDATE:

Perform data collection on all new accounts. Re-price all existing records as of 1/01/ of each year. Perform cyclical data collection on 1/8th of all accounts.

1.4 NEW GROWTH REVIEW AND DOR FORMS PRODUCTION: Review data collection and pricing of all CIM permits. Tabulate and produce the following DOR forms: INTERIM YEAR ADJUSTMENT FORM, LA-4, LA-13

2. RE-CERTIFICATION YEAR FISCAL 2014

RESIDENTIAL CONSULTING AND CERTIFICATION:

2.1 MODELING AND ANALYSIS: Build Models and Tables on the *pk*Assessment that will yield Market Values within the Guidelines required by the Massachusetts Department of Revenue. Valuation Modeling, Market Analysis, Cost Analysis, Area Analysis, Water Influence Studies, Value Trend Analyses, Land Analysis and Valuation Testing are included in this phase.

2.2 FIELD REVIEW: A Field Review shall be performed on all Residential sales parcels to be used in the analysis. For the purposes of this section FIELD REVIEW is the process of viewing a property from the street for the purpose of general data verification and review of positive and negative location influences and for comparing its value with surrounding and comparable properties. This process does not include Re-measuring and Re-listing the property. Any discrepancies in the data will be brought to the Assessor's attention and the Assessor's will be responsible for re-collection and data entry of the revised information.

2.3 DOCUMENTATION: Provide all reports and analyses as required by the Massachusetts Department of Revenue, including all reports and analyses required by the LA-9-12 Form.

2.4 PRELIMINARY CERTIFICATION: Be present and participate in the DOR Certification process as required.

CIM AND EXEMPT

2.5 MODELING AND ANALYSIS: Build Models and Tables on the PK System that will yield Market Values within the Guidelines required by the Massachusetts Department of

Revenue. Valuation Modeling, Market Analysis, Cost Analysis, Area Analysis, Water Influence Studies, Value Trend Analyses, Land Analysis, Income and Expense Analysis, and Valuation Testing are included in this phase. The Cost and Income Approaches to value supported by Market Data shall be utilized on all appropriate properties.

2.6 FIELD REVIEW: A Field Review shall be performed on all CIM Properties to be to insure accuracy of the data and the consistency of the application of the Valuation Schedules. For the purposes of this section FIELD REVIEW is the process of viewing a property from the street for the purpose of general data verification and review of positive and negative location influences and for comparing its value with surrounding and comparable properties. This process does not include Re-measuring and Re-listing the property. Any discrepancies in the data will be brought to the Assessor's attention and the Assessor's will be responsible for re-collection and data entry of the revised information except for the New Growth Parcels specified hereunder.

2.7 NEW GROWTH REVIEW AND DOR FORMS PRODUCTION: Review data collection and pricing of all CIM permits. Tabulate and produce the following DOR forms: LA-4 and LA-13.

2.8 DOCUMENTATION: Provide all reports and analyses as required by the Massachusetts Department of Revenue, including all analyses and reports required by the LA9-12 Forms.

2.9 PRELIMINARY CERTIFICATION: Be present and participate in the Massachusetts Department of Revenue Certification process as required.

3.0 COMMERCIAL PERSONAL PROPERTY REDISCOVERY

3.1 Perform data collection on all new accounts. Re-price all existing records as of 1/01/13.

3.2 Perform cyclical data collection on 1/8th of all accounts.

3.3 DOCUMENTATION: Provide all reports and analyses as required by the Massachusetts Department of Revenue, including all analyses and reports required by the La9-12 Form.

3.4 PRELIMINARY CERTIFICATION: Be present and participate in the DOR Certification process as required.

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 _____

Specify each phase and list starting and ending dates

II PROJECT STAFFING:

NAME TITLE OR PROJECT RESPONSIBILITIES

List each name and responsibilities and include resume.

Schedule D. Price Proposal: Town of Eastham Fiscal 2013 through 2015

Instructions: Each blank must be filled in and the completed section must be signed, identified as the Price Proposal, **4 copies** placed in a **separate envelope**, and sealed.

Project Cost Itemization

Service	Price
Fiscal 2013 Interim Year Update	
Fiscal 2014 Re-Certification Program	
Fiscal 2015 Interim Year Update	
Total 3 Year Price	
3 Year Level Funded Amount	

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 complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signed under the penalties of perjury on this ____ day of _____ 20 .

Name of Contractor _____

By:

Title: _____

"No contract or agreement for the purposes of providing goods, services or real estate space to any ... agencies (of any subdivision of the Commonwealth including a city, town or district) shall be entered into, renewed or extended with any person unless such person certifies in writing, under penalties of perjury, that he has complied with all laws of the Commonwealth relating to taxes." M.G.L. C. 62C, S. 49A(b)

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 _____, 20__.

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)