

Town of Hubbardston



REQUEST FOR PROPOSALS (RFP) PROPERTY TAX ASSESSMENT SERVICES

December 12, 2023

Contact Information:

Nathan R. Boudreau, MPA, MCPPO

Town Administrator

(978) 928-1400 X200

admin@hubbardstonma.us

TABLE OF CONTENTS

- I. **General Information and Bid Submission Requirements**
- II. **Scope of Services**
- III. **Minimum Qualifications**
- IV. **Evaluation Criteria**
- V. **Cost Evaluation**
- VI. **Proposal Content, Requirements and Additional Information**
- VII. **Price Proposal Form (Submit with proposal in separate, marked envelope)**
- VIII. **Sample Contract with General Conditions**
- IX. **Non-Collusion Form and Tax Compliance Form. (Submit with technical proposal)**
- X. **Corporate Authority Forms (Submit with technical proposal)**

TOWN OF HUBBARDSTON
REQUEST FOR PROPOSALS
PROPERTY TAX ASSESSMENTS SERVICES

I. GENERAL INFORMATION

The Town of Hubbardston (the “Town”) is seeking sealed proposals from qualified firms to provide the Town with property tax assessment services. Due to the technical nature of the services required under the proposed contract, the Town has determined that this procurement is best served by using the RFP process under Massachusetts General Laws, Chapter 30B, Section 6. Such a process will enable the Town to evaluate the experience of the proposer and his or her ability to carry out the Town’s mandate of fair and equitable taxation. Because property tax assessment is an important component of the Town’s overall financial health, it is important that the Town have the ability to select the most advantageous proposal taking into account price and non-price proposals.

Sealed Technical and Price Proposals are due by **1:00 p.m. on Thursday January 18, 2024** per submittal requirements as set forth in this RFP, to:

Nathan R. Boudreau, Town Administrator
Hubbardston Town Offices
7 Main Street, Unit: 3
Hubbardston MA 01452.

Late proposals will not be accepted. The clock used to determine the submission deadline is the Town Office clock located on the wall opposite the town seal in the Select Boards’s Meeting Room. Emailed or faxed proposals will not be accepted. The Town of Hubbardston is an Equal Opportunity/Affirmative Action Employer and encourages MBE/WBE firms to submit proposals. The Town reserves the right to reject any or all proposals if deemed in the public’s best interest to do so.

The RFP package is available beginning December 12, 2023. Physical copies are available from 9:00 am and 4:00 pm, Tues – Thurs from:

Nathan R. Boudreau, Town Administrator
Hubbardston Town Offices
7 Main Street, Unit: 3
Hubbardston MA 01452.

The RFP package is also available for download online. If a firm plans to download the RFP package from the Web site, its recommended they register as an official bidder by email to: admin@hubbardstonma.us. This will ensure the bidder receives all addenda and updates.

The Town reserves the right to cancel this RFP, or to reject in whole or in part any and all proposals, if it is determined to be in the best interests of the Town to do so. The award of the contract to the successful proposer is contingent upon an appropriation of sufficient funds.

Proposals shall not be opened publicly but in the presence of one or more witnesses on, January 18, 2024, at 1:00 PM. The Chief Procurement Officer will prepare a register of proposals, including the name of each proposer and the number of modifications, if any. The Chief Procurement Officer will then forward the sealed Technical Proposals to the Proposal Evaluator Committee for evaluation as described in this RFP and retain the Price Proposals for the Chief Procurement Officer’s separate evaluation. The contents of all

submittals will be opened privately and not be disclosed to the public or competing proposers until the evaluation process is completed.

The contract will be awarded within sixty (60) days after the proposal due date.

II. SCOPE OF SERVICES

The Town of Hubbardston (the "Town") is requesting proposals from qualified consultants to provide the Town with property tax assessment services for a three-year period. The Request for Proposal (RFP) process will enable the town of Hubbardston to assign higher ratings to consultants who can demonstrate prior experience in providing similar services to other towns in the Commonwealth. Following receipt and review of the submitted proposals, interviews may be conducted prior to making the final selection.

Reporting to the Board of Assessors (the Board), the selected proposer will provide the following contractual services to the Town:

- a) Direct and compile the annual tax recap, providing assessment information required to help establish the fiscal year tax rate;
- b) Prepare new growth revenue reports and obtain Department of Revenue certification of same;
- c) Prepare for and appear at the annual tax classification hearing;
- d) Interface with the Massachusetts Department of Revenue/Bureau of Accounts in securing the fiscal year tax rate;
- e) Prepare the fiscal year real estate and personal property billing file for the VISION system, working with VISION on to insure the successful upload to the tax collection module;
- f) Beginning upon award of contract, make available to the Town a qualified deputy assessor to staff the office on an average of 2 days per week to conduct those tasks normally carried out by a Deputy Assessor. Responsibilities include interacting with taxpayers, the Board of Assessors, Town Administrator, and various Town boards by providing assistance on matters of property valuation and taxation; inspect, review, and formulate recommendations on properties under abatement appeal; prepare DOR reports as needed; conduct sales verifications and inspections; assist office with budget and Town meeting related tasks; lay the ground work for the interim year valuations and tri-annual recertification; calculate chapter rollbacks; set-up new tax accounts based on approved land divisions; conduct a comprehensive assessment-to-sale ratio study;
- g) Provide a minimum of 100 hours per year of staff support, training and supervision, as well as "higher order" technical assistance to the associate assessor, the administrative assessor, assessors clerk, and other town hall staff;
- h) Conduct inspections of all properties for which the Town's building department has issued building permits and ongoing tax property inspections, or upon request;
- i) Conduct periodic inspections per year as instructed by the Board of Assessors;
- j) Ensure that the records of the office, including maps and system records are maintained and current;
- k) Prepare for and represent the Board of Assessors at all Appellate Tax Board hearings, serving as the Town's expert on property tax valuation matters;

- l) Meet with the Board of Assessors on an as needed basis rather than a mandatory twice per month (unless otherwise notified by the Board of Assessors);
- m) Meet with other financial officers of the Town in order to effectively coordinate and facilitate the Towns financial affairs;
- n) The Board of Assessors meets at frequency to allow information to be provided during regular sessions. In those instances where communications with other departments or entities takes place, the Board shall be notified by either letter or via email regarding the request and the opinion of the Contractor. Any decision presented to an outside entity should be made with the full knowledge and agreement of the Board;
- o) And, assist the Town in such other capacities as the Board of Assessors may approve;
- p) The scope of work may be amended during the term of the contract upon written agreement of both parties.

The selected proposer will be responsible for all costs of employment including FICA, unemployment taxes, health insurance, property/casualty and liability insurance, workers compensation, retirement, training, and mileage.

III. MINIMUM QUALIFICATIONS

Proposers must be able to meet a set of minimum requirements in order to be eligible for further rating based on the comparative evaluation criteria. A designated person, not involved in the comparative criteria evaluation, will evaluate each proposal to determine whether it meets the following minimum criteria.

1. **Delivery to the Town of its proposal by the deadline as stated in this RFP.**
2. **Technical proposal and cost proposal presented in separate, properly labeled envelopes as indicated in this RFP.**
3. **Signature from an authorized representative of the firm where required by this RFP.**
4. Proper completion of the Tax Certification Form and Corporate Vote (if a corporate proposer) or LLC Certificate (if a LLC proposer) in the forms appearing in this RFP.
5. Certification that all staff provided by the proposer possesses the minimum qualifications as follows:
 - a) Have successfully completed the Massachusetts Department of Revenue Course 101 on property tax administration;
 - b) Supervising assessor (Assistant Assessor) will have at least ten years-experience as a principal assessor, or equivalent, within the Commonwealth of Massachusetts, and have worked simultaneously in two or more communities and demonstrated success in managing the affairs of multiple offices, hold a bachelor's degree in business administration, real estate, economics or similar field of study, have successfully completed no less than 300 hours of specialized valuation and tax administration coursework through either the International Association of Assessing Officers (IAAO) or the Massachusetts Association of Assessing Officers (MAAO);
 - c) Associate assessor will have at least two years-experience as a mass appraiser, hold a real estate appraisal license or certification, hold a bachelor's degree, and have successfully completed no less than 80 hours of specialized valuation and tax administration coursework through either the International Association of Assessing Officers (IAAO), or the Massachusetts Association of Assessing Officers (MAAO);
 - d) Demonstrate at minimum two years-experience plus two years town revaluations with the Vision Properties CAMA system.

All proposals meeting the minimum criteria will then be evaluated based upon the specific comparative criteria described below. If the proposer does not meet the minimum criteria, their proposal will be rejected without further review.

IV. EVALUATION CRITERIA

Technical proposals will be evaluated by a Proposal Evaluator Committee appointed by the Chief Procurement Officer and consisting of the Town Administrator, Treasurer Collector, Town Accountant and Assessors Clerk and will be evaluated according to the evaluation criteria specified in this RFP.

Each of the following criteria will be ranked by the Proposal Evaluator Committee using one of these three standards: non-advantageous, advantageous and most advantageous. Any proposal that receives a non-advantageous rating in any of the following criteria will not be considered for further review by the Town. Proposers will then be ranked by adding the consensus rankings for all the criteria and the committee will decide which proposers it may interview. The following criteria will be used by the Proposal Evaluator Committee in evaluating the proposals:

1. Experience in Massachusetts providing contract assessment services:

- Non advantageous – Less than or equal to five years.
- Advantageous – More than five and less than ten years.
- Most advantageous – Ten or more years

2. Experience working with multiple communities:

- Non advantageous – No experience working with multiple communities.
- Advantageous – Experience working with two to four communities at one time.
- Most advantageous – Experience working with more than four communities at one time

3. Computer Assisted Mass Appraisal Systems knowledge and experience:

- Non advantageous – No experience with the Vision Properties CAMA system
- Advantageous – At least 5 to ten years working with the Vision Properties CAMA systems
- Most advantageous – 10 or more years working with the Vision Properties CAMA system

4. Geographic Information System experience and knowledge:

- Non advantageous – One to three years-experience
- Advantageous – Four to seven years-experience
- Most advantageous – Over seven years-experience

5. Conducted Residential and Commercial/Industrial Revaluations:

- Non advantageous – Conducted one or fewer revaluations of residential properties and not commercial/industrial revaluations.
- Advantageous – Conducted two to five residential revaluations and at least one complete commercial/industrial revaluation.
- Most advantageous – Conducted six or more residential revaluations and two or more commercial/industrial revaluations.

6. Prepared cases for and represented a municipality before the Appellate Tax Board:

- Non advantageous – Prepared for and represented municipalities in five or less Appellate Tax Board hearings.
- Advantageous – Prepared for and represented municipalities in six to twenty Appellate Tax Board hearings with at least three cases being commercial or industrial properties.

- Most advantageous – Prepared for and represented municipalities in more than twenty Appellate Tax Board hearings with at least five cases being commercial or industrial properties.
7. Familiarity with Town of Hubbardston tri-annual recertification process.
- Non advantageous – Ability to continue revaluation process with four-week delay.
 - Advantageous – Ability to continue revaluation process with two-week delay.
 - Most advantageous – Ability to continue revaluation process without any time schedule delays.

Upon completion of the evaluation of the technical proposals, the Proposal Evaluator Committee will determine which proposal best meets the definition of an ideal proposal in accordance with the evaluation criteria set forth above, and all proposals will be ranked accordingly.

V. COST EVALUATION & RULE OF AWARD

After the Proposal Evaluator Committee makes its determination, the price proposals will be opened and evaluated by the Chief Procurement Officer, and an award, if made, will be made based on a determination of the most advantageous proposal from a responsive and responsible proposer taking into consideration price, the evaluation criteria, and the Town's reservation of rights set forth in this RFP. If a proposal that is not the least expensive, the Chief Procurement Officer shall explain in writing why the added benefits of the proposal justify the higher fee proposed by the proposer.

VI. PROPOSAL CONTENT, REQUIREMENTS AND ADDITIONAL INFORMATION

The proposer must include the following:

- Cover letter, signed by an individual authorized to bind the firm, partnership, joint venture, etc.
- A commitment of staff to perform on the project as described in the proposal
- Statement of company insurances coverage including property and casualty, liability, and workers compensation insurance. The successful proposer shall obtain and maintain during the term of the contract Workers' Compensation insurance as required by the laws of the Commonwealth of Massachusetts. The successful proposer shall also provide the insurance policies at the minimum limits all as set forth in the form of contract attached hereto as **Attachment F**. All insurers providing coverage pursuant to the contract shall be companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the Town. All policies shall identify the Town as an additional insured (except Workers' Compensation) and shall provide that the Town shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation of coverage. Certificates evidencing all such coverages shall be provided to the Town upon the execution of the contract. Each such certificate shall specifically refer to the contract and shall state that such insurance is as required by the contract. Failure to provide or to continue in force such insurance shall be deemed a material breach of the contract and shall be grounds for immediate termination at the discretion of the Town.
- The proposer shall provide resumes for the proposed supervising assessor and associate assessors(s).
- The proposer should provide as a part of his or her technical proposal three (3) references from communities for which he/she currently serves as an assessor.
- In a separately sealed envelope, the cost proposal shall be submitted on the prescribed form appearing in Section VIII and must include the total dollar amount to perform the Scope of Work set forth in this RFP for each fiscal year throughout the term of the contract with an aggregate total contract amount designated
- In addition to the above-referenced technical and price proposals, proposers shall submit each a Certificate of Non-Collusion (**Section XI**), a Tax Compliance Certificate (**Section XI**) and either a Certificate of Vote (corporate proposers only) or Certificate of Incumbency and Authority (LLC proposers only) (**Attachment X**).

Submission Proposal Due Date

Proposals are due no later than 1pm on Thursday, January 18, 2024 by mail or hand delivery to:

Nathan R. Boudreau, Town Administrator
Town Offices
7 Main St, Unit 3
Hubbardston MA 01452

Proposals must be submitted in a sealed outer envelope or box clearly marked on the outside:

“Hubbardston Property Tax Assessment Services”

Inner envelopes must be clearly marked “Non-Price Technical Proposal” and “Price Proposal”. Price proposals will be securely kept by the Town Administrator and not disclosed to the selection panel (Board of Assessors) until it has completed its evaluation of the proposed contracts.

Miscellaneous

- Clarification - Questions/requests for clarification will be accepted until 1pm on January 17, 2024. They shall be directed to Nathan R. Boudreau, Town Administrator, by email at admin@hubbardstonma.us . Answers to all substantive questions will be issued as an Addendum to this RFP and supplied to all parties who have received a copy of the RFP in person or registered by email. All parties downloading the RFP from the Web site must email admin@hubbardstonma.us to be considered a registered bidder.
- Revisions – If the Town determines that it is necessary to change any part of this RFP or provide additional information or clarifications, will be issued as an Addendum to this RFP and furnished to each prospective respondent who has received a copy of this RFP or registered via email.
- Late Proposals – Late proposals will not be accepted.
- Withdrawal and Amendments to Proposals –A proposer may correct, modify, or withdraw a previously submitted proposal by written notice received by the Town at the address indicated above prior to the time and date for the submittal of proposals. Proposal modifications must be submitted in a sealed envelope clearly marked, with the proposer’s name and address and the proposal title “Proposal for [_____] Services – Modification No. ____.”
- Proposals are Firm Offers - Proposed prices must be firm for 60 days from the date the proposal is due.
- Expenses – All expenses associated with preparing and submitting proposals, including any interviews shall be the responsibility of the proposer.
- Laws/Regulations - The successful proposer shall comply with all federal, state and local laws and regulations pertaining to the performance of the contract.
- Contract Award – The responsive proposals will be reviewed in late January, with the intent being to award the Contract on or about February 15, 2024.
 - After proposals are opened, 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 permitted to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal forms, the mistake will be corrected to reflect the intended correct proposal, and the proposer will be notified in writing; the proposer may not withdraw the proposal. A proposal may withdraw its proposal if a mistake is clearly evident on the face of the proposal forms, but the intended correct proposal is not similarly evident.
 - The successful proposer must execute the contract within ten (10) business days of the Town’s delivery of the contract in substantially the form attached hereto as **Section VIII**. In the event the successful proposer fails to execute the contract in a timely manner, the Town reserves the right to rescind the award, and to make a new award to the next most advantageous proposer.

VII – Price Proposal Form



TOWN OF HUBBARDSTON
Assessing Services Price Proposal

THIS PROPOSAL SUBMITTED BY:

COMPANY: _____

ADDRESS: _____

CITY and STATE: _____

TELEPHONE NO.: () _____

Fiscal Year 1 (July 1, 2024 through June 30, 2025): \$ _____

Fiscal Year 2 (July 1, 2025 through June 30, 2026): \$ _____

Fiscal Year 3 (July 1, 2026 through June 30, 2027): \$ _____

TOTAL 3 YEAR CONTRACT PRICE: \$ _____

PROPOSER MUST SIGN THE FOLLOWING IN INK:

BY: _____

PLEASE PRINT NAME AND TITLE OF SIGNER BELOW:

NAME: _____

TITLE: _____

VIII – SAMPLE CONTRACT

TOWN OF HUBBARDSTON, MASSACHUSETTS AGREEMENT (SAMPLE)

THIS AGREEMENT made this 1 day of July, 2024 by and between the TOWN of Hubbardston, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 7A Main Street, Unit 3, Hubbardston MA, hereinafter referred to as the “TOWN”, and _____ of _____, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for property tax assessment services, hereinafter “the Project”; and

WHEREAS, the CONTRACTOR submitted a Proposal to provide annual property tax assessment services, and the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Scope of Work as found in the request for proposals, and proof of insurance documents. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. THE WORK. The Work consists of the scope as described within the Town of Hubbardston Request for Proposals.
3. TERM OF CONTRACT. This one year Agreement shall be in effect from July, 1 2024 and shall expire on June 30, 2024, unless terminated earlier pursuant to the terms hereof. **The Town may, at its sole judgment, elect to extend the contract for up to two (2) additional one-year terms, for an aggregate contract term not to exceed three (3) years.**
4. COMPENSATION. The TOWN shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement the total contract price for Year 1 shall be \$ _____. Year 2 shall be \$ _____. Year 3 shall be \$ _____. This amount is to be billed at a rate of _____ monthly starting July 1, 2024. The CONTRACTOR will be responsible for all expenses required for the performance of the contractual services.
5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of each invoice.
6. LIABILITY OF THE TOWN. The TOWN’s liability hereunder shall be to make all payments when they shall become due, including those due directly to the CONTRACTOR and those to subcontractors whom the CONTRACTOR may engage to complete relevant tasks. The TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent CONTRACTOR for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.

8. [Intentionally Omitted.]

8. NO PARTNERSHIP. This Agreement does not create a partnership relationship, the relationship of the parties hereunder is that of independent contractors, and this Agreement will not be construed to imply that either party is the agent, employee, or joint venture of the other. Neither party has authority to enter into contracts on the other's behalf.

9. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN, its officers, officials, boards, employees and representatives, harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the acts, negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

10. INSURANCE.

A. The CONTRACTOR shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN as listed below:

Workers' Compensation	Statutory
Employers Liability	\$500,000 each accident \$500,000 each employee – Disease \$500,000 policy limit – Disease
Commercial General Liability	\$2,000,000 general aggregate \$1,000,000 per occurrence \$2,000,000 aggregate, completed operations \$1,000,000 personal injury
Automobile Liability	\$1,000,000 combined single limit
Umbrella Liability	\$2,000,000 per occurrence \$2,000,000 general aggregate

B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

11. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

12. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the

direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of our resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall not be sooner than 90 days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

Termination shall not prejudice or waive any rights or action which TOWN may have against CONTRACTOR up to the date of such termination.

13. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon the administrative offices. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.
14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. NOTICE. Notices, or other communications required or permitted, as outlined in Sections 11 and 12 of this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and

enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

18. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto. IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation
is available for Year 1 of this contract.

TOWN OF HUBBARDSTON, MA

Town Accountant

Signature

Title

CONTRACTOR:

(Signature)

(Title)

XI – Non-Collusion and Tax Compliance Forms

CERTIFICATE OF 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.

Signature of person submitting bid or proposal

Name of business

Principal Place of Business

Phone/Fax

Date

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I, authorized representative of the below named proposer, certify under the penalties of perjury that, that the proposer is in full compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of person submitting bid or proposal

Name of business

Principal Place of Business

Phone/Fax

Date

X. CORPORATE AUTHORITY FORMS

CORPORATE VOTE

At a duly authorized meeting of the Board of Directors of the _____
(Name of Corporation)

held on _____ at which all the Directors were present or waived notice, it
(Date)

Was voted that _____
(Name) (Officer/Title)

of this company be and he hereby is authorized to execute contracts and bonds in the name and behalf of
said company, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this
company's name on its behalf of such _____
under seal of the

(Name) (Officer/Title)

company, shall be valid and binding upon this company.

A TRUE COPY,

ATTEST: _____
(Signature/Title)

Place of Business: _____

I hereby certify that I am the _____ of the _____
(Title) (Name of Corporation)

that _____ is duly elected _____
(Officer, Name) (Title)

of said company, and the above vote has not been amended or rescinded and remains in full force and
effect as of the date of this contract.

(Signature/Title)

(Typed Name/Title)

(Date)

Subscribed and sworn to before me:

(Corporate Seal) *If applicable, not
necessary for sole proprietorships
or partnerships.*

This _____ day of _____, 2024

(Notary Seal)

Notary Public

My Commission Expires: _____

LLC CERTIFICATE OF INCUMBENCY AND AUTHORITY

_____, LLC

I, _____, do hereby certify that:

1. I am the duly elected and acting _____ of _____ LLC, a limited liability company organized and existing in good standing under the laws of the State of _____ (the "Company").
2. Attached hereto as Exhibit A is a true and correct copy of resolutions which were duly adopted by the members of the Company on _____, 20__.
3. The attached resolutions have not been amended, rescinded or modified and are in full forces and effect on the date hereof in the form originally adopted, and are in conformity with the Articles of Organization and Operating Agreement of the Company.
4. Attached hereto as Exhibit B is a true and correct copy of the Articles of Organization dated _____, 20__ and the Operating Agreement dated _____, 20__.
5. The attached Articles of Organization and Operating Agreement have not been amended, rescinded, or modified and are in full forces and effect on the date hereof.
6. The following person are the Authorized Officers of the Company in the capacities indicated, and the signatures set forth after their names and titles are their true and genuine signatures.

<u>Name</u>	<u>Office</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Witness, my signature and the seal of the Company this _day of _____, 20__.

 Name:
 Title: