

CITY OF EVERETT
25-18 REQUEST FOR PROPOSALS (RFP)

The City of Everett seeks a professional firm to provide Grant Administration Services for the implementation of CDBG program activities funded by a FY 2024 Massachusetts CDBG (MCDBG) grant from the Executive Office of Housing and Livable Communities (EOHLC). The approved grant activities include:

- Everett Housing Rehabilitation Program (10 units),
- Five social service activities: Housing Families, Bread of Life, Mystic Valley Elder Services, For Kids Only and Everett Adult Learning Center

The city seeks the services of a Community Development Block Grant (CDBG) Program Manager and a Housing Rehabilitation Specialist to assist in the administration and implementation of the grant.

Proposals including all services are preferred but that does not preclude any proposal having one or two services from being awarded. Firms/individuals must submit 3 copies (one original + 2 copies) of the complete proposal package to:

Ms. Allison Jenkins, Chief Procurement Officer
Everett City Hall
484 Broadway, Room 14
Everett, Massachusetts 02149

Responses to the RFP must be received no later than **Wednesday, October 28, 2024 at 1:00 p.m.** at the address listed above. The City reserves the right to reject any or all proposals should it be deemed to be in the best interest of the City of Everett to do so.

Funding for the CDBG Program activities is provided by a FY 2024 Massachusetts Community Development Block Grant Program Mini-Entitlement award. All pertinent federal and state statutes apply.

OVERVIEW:

The City of Everett was recently awarded a grant of \$925,000.00 from the FY 2024 Massachusetts Community Development Block Grant (MCDBG) Mini-Entitlement Program to conduct the approved activities listed above. The scope of responsibilities for which the City is seeking professional services includes general Massachusetts CDBG Grant administration and compliance, oversight of financial management, as well as coordination and successful implementation of grant activities. Grant activities to be completed are described below:

Everett Housing Rehabilitation Program

The Everett Housing Rehabilitation Program (EHRP) provides financial and technical assistance to low- and moderate-income Everett homeowners to make needed repairs to their homes. Funding is provided in the form of 0% interest deferred payment loans that are forgiven over a 15-year period. Work will include repair or replacement of roofs, windows, siding, plumbing, heating, electrical systems, insulation, and accessibility upgrades. Repairs will help reduce lead hazards and bring properties into compliance with the state sanitary code.

The program will operate under the direction of the Everett Department of Planning & Development and will be supervised by the Director of Planning & Development, who reports to the mayor. The Director will have oversight responsibility for the FY 2024 CDBG Grant, including:

- 1) Quality of work
- 2) Adherence to schedule
- 3) Expenditure of funds

The city is seeking a firm or a team to implement the grant activities. However, for the purposes of supervisory efficiency, the City prefers to award a single contract for the requested services. Thus, proposals and qualifications are encouraged from qualified firms or teams that demonstrate experience and capacity to accomplish all tasks. Prior CDBG experience is required. Occasional evening and weekend work may be necessary. Proposals should cover the entire period required to complete all tasks.

Scope of Services

The individuals or firm selected to assist the City in its FY 2024 CDBG grant shall perform all duties professionally to ensure the successful implementation and administration of the grant. The functional responsibilities identified in the staff positions below are required to achieve the tasks/milestones that are a part of the activities and to meet programmatic, administrative, and regulatory objectives.

Proposals should cover a period from **November 2024 through December 2025**, or until all grant activities have been completed. It is the responsibility of the selected CDBG consultant(s) to proceed with the program activities in a responsible and expeditious manner that corresponds with the approved implementation schedule for this grant.

The following functional responsibilities have been identified for this grant program:

CDBG Program Manager (PM)

The CDBG Program Manager will be responsible for overall grant management, program administration, budgeting and project management needed to successfully implement the CDBG program in compliance with all EOHLC and HUD regulations, including but not limited to:

- **Supervision** of other contracted program staff, including the Housing Rehabilitation Specialist (HRS).
- **Procurement** of services required to implement program activities in compliance with all state and federal regulations such as lead paint testing and clearance services for the Everett Housing Rehabilitation Program.
- **Grant Management and Implementation** including but not limited to financial and administrative management of the grant in coordination with the Everett Department of Planning & Development and the City's Finance Department; implementation of grant activities in accordance with project schedules, program goals and regulatory requirements; regular reporting to the City and EOHLC; monitoring of public social service activities; and oversight of housing rehabilitation program activities including contractor selection, application processing, outreach, construction and temporary relocation.

Housing Rehabilitation Specialist (HRS)

The Housing Rehabilitation Specialist, reporting to the CDBG Program Manager, is responsible for all construction-related activities of the Housing Rehabilitation Program, from pre-construction inspection of properties to supervision of work-in-process to final approval of completed work, coordinating with program staff, homeowners, contractors, building inspectors and lead inspection consultant to ensure the timely and effective completion of housing rehabilitation projects, including but not limited to:

- **Complete initial property inspections**, identifying sanitary code violations and incipient violations and potential emergency conditions; prepare, work specifications and cost estimates, coordinating with lead paint inspector.
- **Conduct on-site bid showings** for contractors registered with the program; distribute and explain work specifications; and review contractor bids for reasonableness and accuracy using industry standards.
- **Conduct progress inspections** to determine work has been completed in accordance with work specifications and all applicable codes and regulations, review progress with contractors and homeowners, review and approve change orders as needed, and authorize payment of invoices.
- **Mediate** any issues or disagreements between homeowners and contractors as needed.
- **Complete final inspections** to certify project completion and quality of workmanship; coordinating with local building and code inspectors and ensuring lead clearance is achieved where required; obtain homeowner acceptance of completed work and authorize final payments.
- **Provide technical advice** to CDBG Program Manager as needed regarding specific projects or construction methods.

The firm or team selected to assist the City in the administration of this MCDBG award shall perform all duties professionally to ensure the successful implementation of the grant under the day-to-day supervision from the Director of Planning & Development.

Although the grant's management plan and this RFP/Q lists the functions and the responsibilities for the two positions cited above, a proposer may suggest a different staffing structure (or team organization) so long as it presents a plan that will provide all the requested functions.

EVALUATION CRITERIA

Applicants will first be reviewed to determine if they meet the **Minimum Evaluation Criteria** cited below. Proposals that fail to meet any of the five minimum criteria will be eliminated from further consideration and will not be evaluated under the **Comparative Evaluation Criteria**. The intent of the evaluation is to determine which applicant is best qualified to provide the services requested and to award a contract to that applicant.

It shall be the responsibility of the applicant to provide the information needed to enable the City to complete its evaluation. Failure to provide such information will result in the proposal being rejected as nonresponsive.

Minimum Evaluation Criteria

1. The Consulting Firm must have a minimum of three years (or funding rounds) of successful CDBG and/or CDF grant administration experience in the specific area of housing rehabilitation within the Commonwealth of Massachusetts. This three-year requirement (or funding rounds) must have occurred within the past five years.
2. The person designated as the CDBG Program Manager (PM) must have a minimum of three years' successful experience in CDBG grant administration during the past four years. The PM shall have a minimum of five years successful management experience with CDBG programs.
3. The person designated as the Housing Rehabilitation Specialist (HRS) must have minimum of four years successful experience in the construction trade and a minimum of two years successful experience as a housing rehabilitation specialist for CDBG programs during the past five years. The HRS must also possess a current valid Construction Supervisor's License in the Commonwealth of Massachusetts.
4. Proposals must be complete, accurate and responsive to RFP requirements.
5. Evidence of insurance coverage must be satisfactory, including general and professional liability and worker's compensation insurance.

Comparative Evaluative Criteria

It shall be the responsibility of the applicant to provide the information needed to enable the City to complete its evaluation. Failure to provide such information will result in the proposal being rejected as nonresponsive.

1. Years of successful experience in MCDBG grant management.

Highly advantageous: Four or more years' experience providing CDBG grant administration and implementation services for grants of similar size and complexity within the last five years.

Advantageous: Three years' experience providing CDBG grant administration and implementation services for grants of similar size and complexity within the last five years.

Unacceptable: Less than three years' experience providing grant administration and implementation services for grants of similar size and complexity.

2. CDBG grant writing experience - This experience will demonstrate the applicant's familiarity with EOHLIC and CDBG procedures and requirements. This knowledge is significant in assuring successful grant administration.

Highly advantageous: Applicant has written a minimum of 10 CDBG grant applications that were funded within the last five years.

Advantageous: Applicant has written at least three but less than 10 CDBG grant applications that were funded within the last five years.

Unacceptable: Applicant has written two or fewer CDBG grant applications that were funded within the last five years or has not written any CDBG grant applications.

3. Housing rehabilitation program experience:

Highly advantageous: Applicant demonstrates significant (more than five CDBG-funded programs) experience with administration of housing rehabilitation programs subject to applicable Massachusetts statutory requirements for municipalities, including familiarity with public bidding, award, and contract requirements and with HUD lead paint regulations.

Advantageous: Applicant demonstrates some (two to four CDBG-funded programs) prior experience with administration of housing rehabilitation programs subject to applicable Massachusetts statutory requirements for municipalities, including familiarity with public bidding, award and contract requirements and HUD lead paint regulations.

Unacceptable: Applicant demonstrates little (one or fewer CDBG-funded programs) or no past experience with housing rehabilitation programs subject to applicable Massachusetts statutory requirements for municipalities and/or with HUD lead paint regulations.

4. Housing Rehabilitation Specialist experience:

Highly advantageous: Applicant has four or more years of continuous or near-continuous experience providing rehabilitation specialist and/or inspectional services for CDBG- or HOME-funded housing rehabilitation programs within the past six years.

Advantageous: Applicant has more than two but less than four years' experience providing rehabilitation specialist and/or inspectional services for CDBG- or HOME-funded housing rehabilitation programs within the past six years.

Unacceptable: Applicant has less than two years' experience providing rehabilitation specialist and/or inspectional services for CDBG- or HOME-funded housing rehabilitation programs within the past six years.

5. Grant administration software:

Highly advantageous: Applicant has significant experience (uses it weekly or more frequently) with CGMS grant administration software provided by EOHLC for the administration of CDBG grant programs.

Advantageous: Applicant has some experience (uses it less than weekly) with CGMS grant administration software provided by EOHLC for the administration of CDBG grant programs.

Unacceptable: Applicant has limited (uses it irregularly) or no experience with CGMS grant administration software provided by EOHLC for the administration of CDBG grant programs.

6. References:

Highly advantageous: Applicant submits multiple references from current and past grantee clients that are highly favorable, with no stated concerns or reservations.

Advantageous: Applicant submits at least one reference from a current or past grantee client that is generally favorable or submits multiple references that are less favorable when compared to other applicants, or that have some stated concerns.

Unacceptable: References from current and past grantee clients are, on balance more mixed or unfavorable, than favorable when compared to other applicants.

SUBMISSION REQUIREMENTS

The following specific information will be required in all qualification and proposal package:

TECHNICAL (NON-PRICE) PROPOSAL

1. Name, address, and telephone number of consultant or firm and principal contact person.
2. Type of organization (i.e., corporation, partnership, joint venture, etc.) including list of participants, as appropriate.
3. History, ownership, and organizational background of the consultant, firm, or team.
 - a. Provide a brief history of each consultant or firm involved as well as a synopsis of ownership and organizational structure.
 - b. If the firm responding is a partially or fully owned subsidiary of another firm, include the above information for the parent company and an appropriate statement by the parent company in support of the subsidiary's submittal.
 - c. In case the response is by a joint venture, partnership or applicants proposing subcontractors, identify the lead firm; the relationships of the responsibilities of the members of the joint venture, partnership of the subcontractor(s), and the mutual contractual obligations of the team members; further include the information requested above for all members.
 - d. If the respondent intends to use a newly created subsidiary or team to perform its obligations, this must be fully disclosed and the reasons for such actions given; the parent or lead company shall be responsible for securing the liabilities of the subsidiary team members and substantially meeting the qualifications requested herein.
4. The proposal must be signed by an individual duly authorized to sign the submittal on behalf of the firm.
5. Listing of Insurance Coverage as described in the INSURANCE Paragraph below. A "Certificate of Insurance" will be required from the successful applicant as part of a contract.
6. Any comments regarding approach, methods or observations proposer deems relevant. Acknowledgment of the proposed project schedule and ability to meet schedule requirements, or an explanation as to why a departure from the stated schedule is needed.
7. Experience of Firm.
8. Listing and description of previous similar assignments.
9. Qualifications and experience of proposed staff or team members. List the key in-house management staff, and the qualifications of people who will be involved in all phases of the grant.
10. Attach to each proposal package a signed original letter pursuant to Massachusetts General Laws, Chapter 62C, Section 49A (*Sample included*).
11. Attach to each proposal package a signed original Non-Collusion Certificate pursuant to Massachusetts General Laws, Chapter 30, Section 39M (*Sample included*).

12. Corporations must attach to the proposal package a signed original Certificate of Corporate Authority (*Sample included*).

PRICE PROPOSAL

Proposers should provide a fee proposal for the proposed scope of services. This may include all grant administration services necessary for administration and implementation or a proposal for the services of CDBG Program Manager or Housing Rehabilitation Specialist, or any combination of these services.

Compensation may be proposed either on a fixed or not-to-exceed billing basis. However, fee proposals should clearly identify all elements contained therein, including the basis for fees charged:

- billing rates by individual position or job category.
- proposed levels of services, i.e., full-time, part-time, etc.
- estimated cost by activity/task.
- direct project expenses.
- subcontractor costs, if any (include a detailed cost breakdown); and any other costs comprising or not included in the proposed fee.

The maximum total budget for professional services (consultant staffing) and operating expenses is **\$141,000** for administration and implementation of grant activities.

- The maximum available for CDBG Program Manager is \$101,000
- The maximum available for Housing Rehabilitation Specialist is \$40,000

The City of Everett reserves the right to award a contract(s) for either one service or for a combination of services to individual firms/respondents.

Proposers **MUST submit** its Price Proposal in a **separate sealed envelope** from the Technical (Non-Price) Proposal. Failure to do so **will disqualify the applicant**.

INSURANCE REQUIREMENTS:

1. Each consultant submitting a proposal in response to this Request for Proposals shall submit a sample "Certificate of Insurance" for the items listed below and before the work commences, the insurance company shall send to the City a "Certificate of Insurance" indicating that such insurance is in force. Arrangements shall be made with the said insurance company to notify the City of any termination or material change in the insurance coverage at least 10 days prior to the date on which the termination or change takes place.
2. Each Consultant submitting a proposal, regardless of service(s) proposed, shall take out and maintain insurance as provided in the preceding paragraph, as follows:
 - a. Worker's Compensation Insurance -- the Consultant shall furnish the City with certificates of insurance showing that all its employees are protected under Workers' Compensation Insurance Policies, in statutory amounts.
 - b. Automotive Liability Insurance with an Insurance Company acceptable to the City providing a limit of liability not less than those specified below. Such insurance is to

include claims arising out of vehicles owned by the consultant, hired by the consultant, or owned by others acting on behalf of or under the direction of the consultant.

1. Bodily Injury Liability of not less than \$500,000 per person, \$1,000,000 per accident/occurrence.
2. Property Damage Liability of not less than \$500,000 per accident/occurrence.

CONTENT OF PROPOSAL

In conformance with M.G.L. Chapter 30B, all submitted proposals must consist of two separate parts:

Envelope 1: Clearly marked and sealed “25-18 Technical (Non-Price) proposal”

Envelope 2: Clearly marked and sealed “25-18 Price (Fee) Proposal”

Each part must be submitted in a separate sealed envelope clearly marked with the proposer’s name and address, and the appropriate designation as “**25-18 Technical Non-Price Proposal**” or “**25-18 - Price Proposal**”.

Part A - Non-Price Proposal (Also see “Submission Requirements” above)

- A. Cover letter from the applicant stating that the applicant has read, understood, and will comply with the requirements and conditions contained in this Request for Proposals and Qualifications and signed by an authorized representative for the firm, individual or team who will act as a contact person during the selection process.
- B. Detailed statement demonstrating that the applicant meets the minimum evaluation criteria. At a minimum this would include location, dates and contact person including telephone numbers for all prior experience requested. Where education levels as required; school attended, and degree received. Financial capacity to fund start-up costs would include the applicant’s most recent financial statement or similar documentation.
- C. Detailed statement demonstrating that the applicant meets or does not meet the comparative evaluation criteria.
- D. Any other information that the applicant would like to submit as part of its proposal that would assist the city in evaluating the applicant’s proposal.
- E. Completion of Certifications – Non-collusion and Tax Compliance.

Part B – Price (Fee) Proposal

The applicant shall provide a three-part price proposal to the City of Everett. The proposal shall include the following prices:

- 1) A lump sum amount for CDBG grant administration services as detailed in the combined responsibilities of the CDBG Program Manager, Housing Rehabilitation Specialist and Administrative Assistant/Bookkeeper for a period through the end of the grant performance, currently assumed by the city to be December 31, 2025. A lump sum price proposal must include a project budget indicating a line-item breakdown of the lump sum price proposal.

- 2) A monthly fee, other method of compensation, or combination thereof, for the above- described services should the City of Everett extend the contract period.
- 3) A fee schedule showing the hourly rate for the various personnel to be involved in the project for use in calculating additional compensation in the event additional services, or extended services are required.

Payment will be made pursuant to a method and a schedule for compensation to be negotiated by the selected firm and the City of Everett following a contract award.

Price Proposals will only be opened following the completion of the evaluation of Technical Proposals.

TERMS AND CONDITIONS

Award of Contract

The binding effect of a contract award and subsequent agreement for Everett’s FY 2024 CDBG grant administration will be contingent on the execution of a grant agreement between the City of Everett and the Massachusetts Executive Office of Housing and Livable Communities (EOHLC).

Pursuant to G.L. c. 30B, §6, proposals shall not be opened publicly, but shall be opened by the Chief Procurement Officer in the presence of at least one witness at the time specified above. Proposals are not considered public records and shall remain confidential and not available for public inspection or copying until the completion of the evaluation process, or the expiration of 60 days, whichever first occurs. However, a log of the names of the firms submitting proposals will be publicly available shortly after the submission deadline.

Sealed Price Proposals shall be retained by the Chief Procurement Officer until the completion of the evaluation and ranking of the Non price proposals. As part of the review process, the City may contact previous employers and grantee entities, as well as EOHLC and its grant administration staff to verify successful experience and education levels. It may also ask the consultant to come in for an interview. Proposals shall be rated on each of the Comparative Evaluation Criteria, and a composite rating assigned to each. Each composite rating shall take into consideration the results of the reference confirmation process conducted by the City. Upon the completion of the non-price proposal evaluation process, the Chief Procurement Officer shall open the Price proposals.

Based on ratings assigned to the non-price proposal, the City of Everett will determine the most advantageous proposal and award the contract. The City expressly reserves the right to award the contract to a firm other than that providing the lowest price proposal. The successful applicant shall be prepared to execute a contract within five days of presentation by the City and commence work immediately upon execution of the contract.

It is anticipated that the award will take place on or about the first week of **November 2024**.

General Provisions

The City of Everett reserves the right to reject any or all proposals or parts of proposals, waive informalities, and to award contracts as may be in the best interest of the City.

All proposals shall become the property of the City.

The selected proposer is expected to comply with all applicable federal and state laws in its performance of service.

All contracts resulting from this Request for Proposals and Qualifications will be subject to review and approval by EOHLA/Massachusetts CDBG Program.

Proposers should direct all questions regarding this Request for Proposals/Qualifications, to Allison Jenkins, Chief Procurement Officer to Allison.Jenkins@ci.everett.ma.us

Any questions shall be submitted in writing to the email to Allison.Jenkins@ci.everett.ma.us no later than **2:00 PM OCTOBER 21, 2024**.

The proposer may withdraw and/or modify its proposal up to the deadline time and date for submission of proposals, but communicating such modification or withdrawal in writing, addressed to Ms. Jenkins above.

CERTIFICATIONS

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

CERTIFICATE OF VOTE

(to be filed if Contractor is a Corporation)

I, _____, hereby certify that I am the duly qualified
(Secretary of the Corporation)

and acting Secretary of _____ and I further certify that a meeting of the
(Name of Corporation)

Directors of said Company, duly called and held on _____, at which
(Date of Meeting)

all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: _____
(Secretary of Corporation)

A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____
(Date)

SAMPLE DO NOT RETURN

CITY OF EVERETT, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT, was made as of the __ day of _____, 2024 by and between the City of Everett, Massachusetts (hereinafter referred as the MUNICIPALITY) and

_____ hereinafter referred to as the

CONSULTANT). WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of Everett has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Executive Office of Housing and Livable Communities (hereinafter "EOHLC"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program of _____ (hereinafter "Program") pursuant to the Housing and Community Development Act of 1974 (hereinafter "Act"), as amended, and regulations thereunder, and

WHEREAS, professional services relating to the implementation and administration of the Program are sought to assist the MUNICIPALITY in the timely achievement of its Mass. CDBG _ Grant Program objectives.

NOW, THEREFORE, THE PARTIES HERETO DO AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT:** The MUNICIPALITY hereby engages the CONSULTANT to perform the services set forth herein and the CONSULTANT hereby accepts the engagement.

2. **SCOPE OF SERVICES:** The CONSULTANT shall perform the necessary services as described in the approved proposal to the MUNICIPALITY of ___, which is attached hereto and incorporated by reference herein as Attachment A as may be amended from time to time.

3. **RESPONSIBILITY OF THE MUNICIPALITY:** The MUNICIPALITY shall assume responsibility for assisting the CONSULTANT insofar as possible for the purpose of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services.

3.1 The MUNICIPALITY shall designate a project representative authorized to work with the CONSULTANT with respect to the project. The MUNICIPALITY'S representative is _____.

_____. TELEPHONE _____.

4.1 **REPORTING:** The CONSULTANT will submit written reports to the MUNICIPALITY on the status of the professional services, according to the schedule and dates specified below, or at other

times as required by an information request or reporting requirement of Mass. CDBG. **(Note: The following tasks/dates are provided as a sample. Please insert tasks/dates as applicable before execution of this Agreement.)**

REPORT: Draft Report of Findings and Recommendations on _____
DATE DUE: 10 business days after _____

REPORT: Consolidated Draft Report on Findings and Recommendations of _____
(delete this item if firm not responsible for report)
DATE DUE: 15 business days after _____

REPORT: Response to Draft Report
DATE DUE: 20 business days after end of _____

REPORT: Findings and Recommendations of _____
(delete this item if firm not responsible for this report)
Date Due: 25 business days after end of _____

5. SUBCONTRACTS: No subcontracts may be awarded by the CONSULTANT, the purpose of which is to fulfill in whole or in part the services required of the CONSULTANT, without prior written approval of the MUNICIPALITY and EOHLC.

The CONSULTANT shall use its best efforts to ensure that it will not knowingly use funds under this contract to purchase, or enter into contracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216. In the event the CONSULTANT identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, the CONSULTANT shall alert the MUNICIPALITY as soon as possible and shall provide information on any measures taken to prevent recurrence.

6. TIME OF PERFORMANCE: The services of the CONSULTANT are to commence on or about _____, _____ and shall be undertaken and completed in sequence as to assure their expeditious completion.

6.1 All services required hereunder shall be completed by _____.

7. PAYMENTS AND COMPENSATION: The MUNICIPALITY will pay the CONSULTANT a total fee in amount not to exceed _____ Dollars (\$_____), with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the MUNICIPALITY and according to the "Method and Schedule of Compensation," found as Attachment B. Payment of invoices will be tied to progress towards meeting the grant milestones and to CONSULTANT's satisfactory compliance with the terms of this Contract, as determined

by the MUNICIPALITY, as CDBG is a performance-based program. By submission of an invoice, the CONSULTANT represents that in accordance with the Contract, services have been rendered, articles have been furnished, or obligations have been incurred by a person authorized to incur such obligations.

8. GENERAL PROVISIONS:

8.1 RETENTION OF RECORDS: The CONSULTANT shall maintain in accordance with 2 CFR Part 200.333, and any Mass. CDBG regulations, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, and purchase orders that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The CONSULTANT shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

8.1.1 PROGRAM INCOME: If the CONSULTANT's services under this Agreement includes the tracking, reporting, or utilizing of funds considered to be program income, CONSULTANT will track, report and utilize any and all such program income generated through CDBG funded activities as required by Mass. CDBG.

8.1.1. PHOTOGRAPHIC DOCUMENTATION (for construction projects only):

CONSULTANT shall submit photographs to the MUNICIPALITY of all construction projects assisted with CDBG funds, illustrating conditions prior to, during, and at completion of the project. Photographs are to be submitted at the time of [____].

8.2 ACCESS TO RECORDS: The CONSULTANT shall make all books, accounts, records, reports, files, and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by EOHLC, their authorized representatives, authorized representatives of the U.S. Department of Housing and Urban Development (hereinafter "HUD"), the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the Attorney General of the United States, or of the Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor and his designee, at reasonable times and upon reasonable notice, to examine the books, records, and other compilative data of the CONSULTANT which pertain to the performance of the provisions and requirements of this Agreement, as provided by Executive Order 195.

8.3 TERMINATION: The MUNICIPALITY may terminate the contract, for cause, upon fifteen (15) days written notice to the CONSULTANT. In case of termination, all finished and unfinished documents and records of the CONSULTANT relating to the Program shall become the property of the MUNICIPALITY. This Section 8.3 of this Agreement shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience and for termination in whole or in part pursuant to 2 CFR § 200.340.

8.3.1 In the event of termination, the CONSULTANT will be compensated for services provided to the date of termination, according to the "Method and Schedule of Compensation," Attachment B.

8.4 AMENDMENTS: This Agreement may be amended provided such amendment is in writing and executed by the parties to this Agreement, and receives approval from EOHLC prior to its effective date.

8.5 NON-DISCRIMINATION: The CONSULTANT shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD; Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 478; Mass. CDBG regulations, procedures or guidelines; and all other applicable federal and state laws, regulations, guidelines and executive orders.

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law. The CONSULTANT shall take affirmative action to ensure that qualified applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religious creed, national origin, sex, gender identity, sexual

orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law.

8.6 **PROCUREMENT STANDARDS:** The CONSULTANT shall adhere to the requirements set forth in Mass. CDBG regulations and the Massachusetts CDBG Program Operations Manual, as applicable, as well as procedures and guidelines with respect to standards governing procurement, and any applicable provisions of Commonwealth laws and regulations relative thereto, including Chapter 30, section 39M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; and Chapter 30B. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient take affirmative steps to award a fair share of contracts taken to assure that small and minority owned businesses are utilized when possible as sources of supplies, equipment, construction and services. The CONSULTANT shall maintain records sufficient to detail the process for procurement.

8.7 **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11478, “Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246 Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

8.8 **EMPLOYMENT OPPORTUNITIES:** Where applicable, the CONSULTANT shall comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 U.S.C. 135), which shall serve as guidance for the implementation of said section.

8.9 **FAIR HOUSING:** In addition to the laws and regulations set forth herein with respect to ensuring fair housing opportunities, the CONSULTANT shall adhere to the provisions of State Executive Orders 215 and 526.

8.10 **LABOR STANDARDS:** Where applicable, the CONSULTANT shall adhere to the provisions of Section 110 of the Act, and the Massachusetts General Laws Chapter 149 sections 26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984). In the case of the rehabilitation of commercial property, or rehabilitation of residential property designed for residential use of eight or more families, the CONSULTANT shall adhere to the Federal Labor Standards Provisions (HUD Handbook 1344.1), the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.) and the Copeland Anti-Kickback Act.

8.11 CONFLICT OF INTEREST: The CONSULTANT shall adhere to the mandates of the Massachusetts Conflict of Interest Statute, M.G.L. c.268A, the federal Conflict of Interest Provisions at 24 CFR 570.489 and the federal Hatch Act, 5 U.S.C. ss 1501 et seq.

8.12 DOMESTIC PREFERENCES FOR PROCUREMENTS: Pursuant to 2 CFR § 200.322, the CONSULTANT should, to the greatest extent practicable under this Agreement and as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The CONSULTANT shall include this requirement in agreements with subgrantees, including all contracts and purchase orders for work or products under this Agreement.

8.13 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS, AND CDBG REGULATIONS, PROCEDURES, AND GUIDELINES: All activities authorized by this Agreement shall be subject to and performed in accordance with the provisions of the MUNICIPALITY's Grant Agreement with EOHLIC and all its attachments (including, where relevant, Section 4.14, Flood Disaster Protection, 4.15, Historic Preservation, 4.16, Additional Environmental Requirements, 4.17, Lead Paint Hazards, and 4.18 Relocation Assistance), all applicable federal, state, and local laws and regulations, including but not limited to any applicable regulations issued by HUD published in 24 CFR Part 570, as may be amended from time to time. The CONSULTANT shall comply with the provisions of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," and all applicable State and local laws and regulations, including but not limited to those specifically stated herein, any additional regulations, procedures or guidelines as may be established or amended by EOHLIC.

9. AVAILABILITY OF FUNDS: The compensation provided by this Agreement is subject to the continued availability of federal funds for Mass. CDBG, and to the continued eligibility of the Commonwealth and the MUNICIPALITY to receive such funds.

10. INDEMNIFICATION: The CONSULTANT shall indemnify, defend, and hold the MUNICIPALITY harmless from and against any and all claims, demand, liabilities, actions, causes of actions, cost and expenses caused by or arising out of the CONSULTANT's breach of this Agreement or the negligence or misconduct of the CONSULTANT, or the agents or employees.

11. LICENSES: The CONSULTANT shall procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the Scope of Services, Attachment A, as required by federal, state or local laws or regulations, and shall comply with the provisions of 2 CFR Part 200.325 with respect to any bonding or other insurance requirements.

12. CONFIDENTIALITY: The CONSULTANT will protect the privacy of, and respect the confidentiality of information provided by, program participants, the MUNICIPALITY, and EOHLIC, consistent with applicable federal and Commonwealth laws and regulations, including M.G.L., C. 66A, regarding access to public records, M.G.L. c. 93H; M.G.L. c. 66 sec. 17A and any applicable regulations, including without limitation, 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

The CONSULTANT certifies that the CONSULTANT has reviewed and shall comply with all information security programs, plans, guidelines, standards and policies that apply to the work to be performed under this Agreement, that the CONSULTANT shall communicate these provisions to and enforce them against its subcontractors, and that the CONSULTANT shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the CONSULTANT is given access as part of this Agreement, from unauthorized access, destruction use, modification, disclosure, or loss.

The CONSULTANT understands and agrees that only those individuals who must access personal data for the performance of their job duties under CDBG are authorized to access such personal data. These authorized individuals shall not use or disclose this data for purposes other than those required to fulfill their job duties under CDBG. Pursuant to the above, the CONSULTANT acts as a holder of personal data and the CONSULTANT certifies that it and its authorized employees shall comply with all Federal and State laws and regulations applicable to the data, including but not limited to M.G.L. c. 66A, M.G.L. c. 93H, and M.G.L. c.66 sec. 17A. The MUNICIPALITY and the CONSULTANT shall not use any of the foregoing data for any purpose described in Section 603(d)(1) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(d)(1)) or in any manner that would cause EOHLC, the MUNICIPALITY, or the CONSULTANT to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).

The CONSULTANT and its employees shall generally not conduct Massachusetts CDBG program business through or send confidential Massachusetts CDBG program business information to the employee's personal email account. In addition, the CONSULTANT will promptly notify EOHLC in the event of any security breach including the unauthorized access, disbursement, use or disposal of the Massachusetts CDBG program business records and information. In the event of a security breach, the CONSULTANT will cooperate with the MUNICIPALITY, EOHLC, and their authorized representatives and will provide access to any information necessary to respond to the security breach.

13. COPYRIGHT: No material prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or in any other country except with the prior written approval of Mass. CDBG.

14. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the MUNICIPALITY or the CONSULTANT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the CONSULTANT will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

15. CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED: If the amount of the contract or subgrant exceeds

\$150,000, the CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

16. ENERGY POLICY AND CONSERVATION ACT (42 U.S.C. 6201): Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan must be issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

17. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689): A contract (see 2 CFR 180.220) must not be made with parties listed on the government-wide Excluded Parties List System in the System for Award Management (hereinafter "SAM"), in accordance with the United States Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The MUNICIPALITY is not currently debarred or suspended by the federal or state government under any law or regulation. The CONSULTANT certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation.

18. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): Contractors, including both the MUNICIPALITY and the CONSULTANT, that request or receive an award of \$100,000 or more must file the required certification set out in Appendix A to 45 CFR Part 93. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The CONSULTANT shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93.

19. CLOSEOUT: The CONSULTANT shall follow such policies and procedures with respect to close-out of any associated grant as may be required by Mass. CDBG.

20. CERTIFICATE OF TAX COMPLIANCE: The following Certificate of Tax Compliance must be completed and submitted as part of this Agreement:

Certificate of Tax Compliance

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Contractor: By: _____

21. SEVERABILITY: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS THEREOF, the MUNICIPALITY and the CONSULTANT have executed this AGREEMENT under seal in triplicate as of the date above written.

CONSULTANT:

_____ Date Signed

CITY OF EVERETT, MA:

Matt Lattanzi
Director of Planning

_____ Date Signed

Allison Jenkins
Chief Procurement Officer

_____ Date Signed

I certify that an appropriation is available in the amount of this Contract.

Eric Demas
City Auditor/Chief Financial Officer

_____ Date Signed

Approved as to form

Colleen Mejia, Esq.
City Solicitor

Date Signed

Carlo DeMaria
Mayor

Date Signed