



TOWN OF WAREHAM

Memorial Town Hall
54 Marion Road
Wareham, MA 02571
(508) 291-3100, ext. 3110

Derek Sullivan, Town Administrator

TOWN OF WAREHAM

REQUEST FOR PROPOSALS AND QUALIFICATIONS

CDBG Grant Management and Related Services

On behalf of the Town of Wareham and pursuant to M.G.L. c. 30B, the Town Administrator requests proposals and qualifications from a qualified firm or team for grant implementation and management services for its Department of Planning and Community Development. Primary responsibilities will be the implementation of the Town's FY 2020 Massachusetts CDBG Program, with secondary responsibilities for managing the other activities and assets of the Department.

Copies of the Request for Proposals and Qualifications (RFPQ) may be obtained from the Town Administrator's Office; telephone: 508.921.3100, ext. 3110; e-mail: pneal@wareham.ma.us) at the Town Hall, Monday through Thursday, 8:15 AM. - 6:00 PM.

Firms/individuals may submit individual qualifications and proposal packages in response to the RFQP. Firms/individuals must submit three copies of the complete proposal package to:

Mr. Derek Sullivan, Town Administrator
Memorial Town Hall
54 Marion Road
Wareham, Massachusetts 02571

Responses to this RFPQ must be received on or before 4:00 P.M., Thursday, June 3, 2021, at the Town Administrator's Office. The Administrator is the awarding authority and reserves the right to reject any and all proposals when he deems it is in the best interest of the Town to do so. CDBG funds will be used to pay for the services described in this RFQP. All pertinent federal and state laws and regulations apply. The Town encourages participation by Section 3, disadvantaged, minority and women-owned businesses. The Town of Wareham is an AA/EEO Employer and contracting agency.

PART I. INTRODUCTION, BACKGROUND AND SERVICES REQUESTED

On behalf of the Town of Wareham and pursuant to M.G.L. c. 30B, the Town Administrator requests proposals and qualifications from a qualified firm or team for grant implementation and management services for its Department of Planning and Community Development (DPCD). Primary responsibilities will be for the management and implementation of the Town's Massachusetts CDBG Program grants, with secondary responsibilities for managing other activities and assets of the Department.

The purpose of these services is to provide a range of high quality management, technical assistance and professional services to the Town and the DPCD, and to local residents and businesses, including the successful management of the Town's CDBG grants. Currently, and for the past several years, these services have been provided largely through a consulting management services contract, and this solicitation seeks to continue this arrangement. The Town's current contractual relationship with a consultant is in effect through 2021 and covers all open CDBG grants¹. This RFQP seeks services for the Town's FY 2020 CDBG grant and beyond, as described below. The services being solicited will require experience in different functional areas.

A important consideration in the Town's decision to contract for management and implementation services is that both the types and funding levels of the activities carried out by the DPCD vary substantially on a year-to-year basis, with changing time demands and needed skills. Contracting for services affords the Town the opportunity to acquire the requisite skills and experience in a flexible, cost-effective manner that reflects these varying conditions.

A. BACKGROUND INFORMATION

The DPCD office is the Town's principal community development agency. It is the successor to the former Community and Economic Development Authority (CEDA), which was established through a still earlier merger of a Community Development Authority (CDA) and the local Economic Development and Industrial Corporation (EDIC). It manages numerous programs and initiatives relating to community and economic development.

The DPCD is led on a day-to-day basis by its Director, although the Town Administrator (TA) is superior in authority in the chain of command. Wareham's Board of Selectmen (BOS) are the legal recipient of CDBG grants and has ultimate legal responsibility for them.

This RFQP seeks services primarily for:

- Management and implementation of a \$825,000 federal FY 2020 CDBG grant through DHCD's Mini-Entitlement Plan (ME) fund. The grant was awarded earlier in 2021 and is currently in the "start-up" stage;
- Planning and preparation of a FY 2021 ME Plan grant application in an amount up to \$825,000, with an expected submission deadline in early- to mid-September 2021; and
- Approved use of and expenditure of CDBG Program Income and Miscellaneous Revenue.

Detailed information pertaining to the grant may be obtained by request.

Historically, Wareham's CDBG grants have included multiple project activities within a single grant: e.g., housing rehabilitation, public social services funding to non-profits, planning and/or design, and

¹ The Town has an active FY 2019 CDBG grant and is in the process of closing out its FY 2018 grant.

(re)construction of public facilities/infrastructure. These grants have often been modified by adding activities or increasing the measurable goals of existing activities as a result of re-allocating funds internally or committing Program Income.

As an example, the Town's recently completed FY 2018 grant activities included: housing rehabilitation, the replacement of roofs at Redwood Park (owned by the Wareham Housing Authority property) and social services funding to five (5) organizations. CDBG funding for this grant was supplemented with Program Income. With the addition of this Program Income, the grant also incorporated funding for a public social services by a sixth non-profit organization, a design project and supplemental funding to the housing rehabilitation program.

The FY 2019 CDBG grant includes funding to five (5) non-profit organizations (the maximum allowed by CDBG regulations) under the public services activity category and the second phase of replacement of roofs at Redwood Park. As a result of budgeting excess funds from the Redwood Park project, this grant now includes a housing rehabilitation program activity.

As stated above, the Town's primary objective in this solicitation is to retain the needed services to implement its FY 2020 CDBG grant. This grant includes the following activities: housing rehabilitation, funding to five organizations for public social services, and the improvement of walkways around and in the so-called Bayview Park, located on the waterfront in Onset Village.

In addition to its CDBG activities, DPCD's Community Development staff is responsible for administering the Town's DEP-funded Title V Septic Betterment Loan Program, and sponsors other community and economic development-related initiatives, including the seasonal operation of the Route I-195 Visitor (Tourist Information) Center. DPCD often assists the Town Administrator and/or Director with research and pursuit of other town initiatives and special projects. Frequently, it is a resource or contact point in town government for residents or businesses seeking various types of information and data. In addition to the CDBG management services, the Town seeks consulting services for administration of the Title V program and for administrative support to the Visitor Center's operations².

B. SCOPE OF SERVICES

The selected firm or team (the "Contractor") will perform the array of duties needed to ensure the successful and timely implementation of the Town's CDBG grants, as well as the non-CDBG activities summarized above. The following description of current contracted positions provides a reference point for the range of services being requested.

Community Development Programs Manager³: The overall administration of CDBG grants and project implementation is led by the Community Development Programs Manager. The Manager has principal responsibility for overseeing all grant management and activity implementation responsibilities, and for supervising community development staff. The Manager reports to and works under the supervision of the Board of Selectmen, Town Administrator, Director of Planning and Community Development (Town Planner), and the Wareham Redevelopment Authority. The Manager is responsible for overall program performance, fiscal compliance and conformity with all local, state and federal laws and regulations for Wareham's Community Development Block Grant programs. The Manager supervises

² Due to the COVID-19 pandemic, the Center will be closed in 2021. The Center's opening in future years is currently undetermined.

³ In grant application's Management Plan, this position is identified as the "Director." However, to avoid confusion with the DPCD Director, the position is named here as Manager.

all other Community Development personnel, and oversees their functional responsibilities for implementing grant-funded activities and grant administration. The Manager monitors the implementation of active grants, takes the lead in developing future grant programs and serves as the key liaison to all other town departments, boards and the general public relating to community development matters. The Manager is responsible for all procurement activities needed to carry out grant-funded projects and programs.

Program Coordinator: Under the Direction of the Community Development Manager, the Program Coordinator assists the Manager with the daily operation of the various grant activities. It has primary responsibility for implementing the housing rehabilitation program activities. The Coordinator's duties will include outreach to applicants, income verification and eligibility determination, closing loans, procuring contractors on behalf of applicants, and preparing contractor invoices for review by the Manager. The Program Coordinator is principally responsible for overall management of individual housing rehabilitation program cases, including environmental compliance, determining contractor eligibility and conforming to program guidelines. The Program Coordinator collaborates with the Rehabilitation Specialist on the bid process for procuring rehabilitation contractors.

Additional responsibilities include monitoring of rental units assisted through prior CDBG grants and working jointly with the Departmental Secretary/Bookkeeper to maintain the loan portfolio in RLSS, and to process subordination and loan payoff requests. The Program Coordinator sets up projects and contracts, maintains beneficiary information, and ensures housing rehabilitation data and financial transactions are entered accurately into the State's Intelligrants system.

The Program Coordinator also assists the Manager in maintaining the financial portion of Intelligrants, prepares grant funds claims, tracks and records claims when received, and provides the Manager with up-to-date reports of fund balances for all grant-funded projects. Under the direction of the Community Development Manager, the Program Coordinator prepares quarterly reports, grant amendments, and grant extension requests. Additional duties may include preparing letters and other documents in connection with the Housing Rehabilitation program. The Program Coordinator will also assist the Manager with researching data, preparing plans and CDBG grant applications, and using social media to inform the public of CDBG activities.

Departmental Secretary/Bookkeeper: *Currently, this is the sole Town staff position involved in CDBG administration on an ongoing basis. This RFQP does not include the services provided by this staff person.* Under the direction of the Community Development Programs Manager, the Departmental Secretary/Bookkeeper is responsible for the timely, accurate and thorough accounting of all financial transactions associated with the CDBG grants. The Secretary maintains financial records through the Town's VADAR financial management system. Staff presents the DS/B with projected cash needs, which are compiled as the basis for a grant claim. The DS/B provides reports of expenses for all grant-funded projects. For this, the DS/B serves as liaison with the Town Accountant's Office regarding the accuracy of Town accounting processes relating to CDBG.

The Secretary also tracks income from grant and loan repayments through DPCD's loan program software (RLSS). The Secretary maintains a process for the timely posting and payment of expenses to be applied against the grant. This includes notifying the Treasurer and Accountant when to make inter-fund transfers to meet CDBG requirements.

Additional duties may include preparing letters, subordination documents, and notices in connection with the loan program, serving as receptionist for visitors to the office, and providing administrative assistance to the Manager, as needed, to support the Manager in the oversight of all grant-funded activities. Currently, the DS/B position is a thirty-five hour per week position.

Rehabilitation Inspector (Specialist): The Rehabilitation Inspector works primarily in the housing rehabilitation program, conducting inspections, writing specifications, preparing cost estimates, assisting with the bid process, managing pre-bid contractor meetings, conducting periodic inspections during construction, reviewing and (acting on) contractor requisitions, and preparing work change orders to ensure compliance with project specifications. The Rehabilitation Inspector works collaboratively with the Project Manager in implementing the housing rehabilitation program. The Rehabilitation Inspector also functions as the Clerk of Works/Inspector on Public Facilities or other projects.

C. PERIOD OF ENGAGEMENT

The Town intends to enter into a contract with the successful firm or team for services through June 30, 2022 (or until the completion of the anticipated FY 2020 grant), with the option of extending the contract term for two additional years. The Town shall have the sole option to extend the contract, although the selected firm/team will have the right to decline any extension offered by the Town. The Town will notify the Contractor six months prior to the contract's end date of its intent to extend or to terminate the contract. If the Town exercises its option to extend the term, the Contractor will notify the Town of its acceptance or rejection within thirty days of receiving the Town's notice.

It is expected that the contract period shall commence on or about June 15, 2021.

PART II. EVALUATIVE CRITERIA

A. MINIMUM EVALUATIVE CRITERIA

The following are the minimum standards to be considered responsive to this RFQP. *Failure to meet any these minimum standards shall result in a rejection of the proposal.* It is the proposer's responsibility to provide the information needed to enable the Town to determine that these standards have been met.

1. The proposer must have a minimum of three (3) years of successful CDBG grant administration experience. This experience must have occurred within the past four years. "Successful experience" shall be considered grant management experience that includes, at a minimum, three different grants and two project activity components of different types (in one or more grants) that have been completed or are at least 75% complete (as determined by grant expenditures) and where there were no or only minor monitoring and/or audit findings.
2. The proposer must have at least 2 years of successful experience in the specific area of public housing, public facilities and/or public works construction project management in Massachusetts within the past 5 years. "Successful experience" shall be considered grant management/implementation experience that includes at a minimum two such project components that have been completed or is at least 75% complete (determined by grant expenditures) and where there were no or only minor monitoring and/or audit findings.
3. The proposer must have at least 2 years of successful experience in the specific area of implementing CDBG-funded housing rehabilitation programs in Massachusetts within the past 5 years. "Successful experience" shall be considered grant management/implementation experience that includes at a minimum two such project components that have been completed or is at least 75% complete (determined by grant expenditures) and where there were no or only minor monitoring and/or audit findings.
4. The proposer must have at least 3 years of successful experience in providing housing rehabilitation specialist services in Massachusetts within the past 5 years. "Successful experience" shall be considered providing the technical services typically associated with this function by having provided such for a minimum of ten (10) housing units.

5. Proposals must be complete, accurate and responsive to the RFQP's requirements.
6. The proposer shall provide evidence of insurance coverage, including general and professional liability and worker's compensation insurance.
7. The proposer shall not be debarred from entering into state or federal contracts.

Proposals that meet the Minimum Evaluative Criteria cited above will then be evaluated according to the Comparative Evaluative Criteria below. Again, it is the proposer's responsibility to provide the information needed to enable the Town to determine that these standards have been met.

B. COMPARATIVE EVALUATIVE CRITERIA

1. Years (or individual grant rounds) within past 7 years of successful CDBG grant management and implementation experience. "Successful experience" shall be considered grant management experience that includes at least two different types of project components (activities) that have been completed or are at least 75% complete (determined by grant expenditures) and where there were no or only minor monitoring and/or audit findings.

Highly advantageous: More than 5 years of funding round experience in total, and experience with at least two projects each for the following types: housing rehabilitation and one other project type.

Advantageous: 4 or 5 years of funding round experience in total, and experience with at least one project each for the following types: housing rehabilitation and one other project type.

Not advantageous: At least 3 but less than 4 years of funding round experience in total, and experience with at least one project each for the following types: housing rehabilitation and one other project type.

Unacceptable: Less than 3 years of funding round experience.

2. Successful experience in implementing CDBG-funded public housing, public infrastructure and/or facilities construction projects during the past 5 years that are subject to Massachusetts public bidding requirements. "Successful experience" shall be considered project and grant management experience that includes grant project components that have been completed or are at least 75% complete (determined by grant expenditures) and where there were no or only minor monitoring and/or audit findings.

Highly advantageous: Successfully managed four or more public housing, facilities or infrastructure construction/reconstruction projects, including at least three infrastructure projects.

Advantageous: Successfully managed at least three public housing, facilities or infrastructure construction/reconstruction projects, including at least two infrastructure projects.

Not advantageous: Successfully managed one public housing, facility or infrastructure construction/reconstruction project.

Unacceptable: No demonstrated experience in managing public housing, facilities or infrastructure construction projects.

3. Successful experience in providing Housing Rehabilitation Specialist services for small-scale (1-7 unit residential or mixed-use properties) in Massachusetts within the past five years. "Successful experience" shall be evaluated in part by having demonstrated knowledge and experience of federal and Massachusetts lead paint laws and regulations

- Highly advantageous:* Demonstrates experience in providing rehabilitation specialist or similar services for more than forty (40) fewer units, and demonstrates thorough understanding and application of state and federal lead paint regulations.
- Advantageous:* Demonstrates experience in providing rehabilitation specialist or similar services for more than twenty (20) but fewer than forty (40) units, and understanding of state and federal lead paint regulations but to a lesser extent than above.
- Not advantageous:* Demonstrates experience in providing rehabilitation specialist or similar services for more than ten (10) but fewer than twenty (20) units, and demonstrated familiarity with state and federal lead paint regulations.
- Unacceptable:* No demonstrated experience in providing rehabilitation specialist services or similar services for ten (10) or fewer units.

4. References*

- Highly advantageous:* References, without exception, indicate that the proposer's performance is highly satisfactory and responsive to the client's needs.
- Advantageous:* Overall, references are favorable regarding the proposer's performance, but are less unconditionally positive than the criteria described in the ratings categories above.
- Not advantageous:* Not applicable.
- Unacceptable:* References indicate performance concerns, some aspects of performance were unsatisfactory, and/or are not able to be contacted.

*The Town's own past or current experience with a proposer may serve as a reference. The Town may make inquiries to parties other than those references listed by the proposer.

PART III. SUBMISSION REQUIREMENTS

The following specific information will be required in each individual, team or firm's qualification and proposal package: In conformance with M.G.L. Chapter 30B, the submission shall consist of two separate parts, Part A: Non-Price Proposal and Part B: Price Proposal:

Part A - Non-Price Proposal

A complete proposal shall be considered one that contains the following information:

1. Cover letter providing name, address, and telephone number of consultant or firm and principal contact person. Statement that the applicant has read, understood, and will comply with the requirements and conditions contained in this RFQP, including a statement as to availability, which is signed by an authorized representative of the firm. The letter should acknowledge the receipt of any addenda issued by the Town.
2. Type of organization (i.e., corporation, partnership, joint venture, etc.) including list of participants, as appropriate. 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. Indicate services to be provided by sub-consultants, if any.
3. Listing of insurance coverage as described in Part IV below. (Submittal of "Certificate of Insurance" will be required by the time of an execution of the contract.)
4. Approach, comments, or observations on proposed engagement as proposer deems relevant.
5. Experience and qualifications of consultant/firm and staff proposed for the engagement. List and describe previous similar assignments. Identify the key person(s) who will be providing services.

6. Provide information that demonstrates how the applicant meets the *minimum evaluation criteria*.
7. Provide statement/information that demonstrates how the applicant meets the *comparative evaluation criteria*.
8. Provide reference/contact information to enable the Town to verify the proposer's experience and satisfactory delivery of services. Provide an adequate number of contacts to enable the Town to establish the nature and quality of the proposer's comparable experience.
9. A signed original Non-Collusion Certificate pursuant to Massachusetts General Laws, Chapter 30, Section 39M (*sample included at end*).
10. A signed original certification pursuant to Massachusetts General Laws, Chapter 62C, Section 49A (*sample included at end*).
11. Completed Description of Applicant Business/Organization, and Certificate of Corporate Authority (If corporation) (*sample attached*).

Part B - Price Proposal

The applicant shall provide a lump sum or not-to-exceed amount for services to the Town. Applicants must state the basis for payment (e.g., lump sum, hourly) in their price proposal.

Proposers should provide a fee proposal for the proposed scope of services. Fee proposals should clearly identify all elements contained therein, including basis for fees charged (i.e., per diem, hourly rate, or direct labor X multiplier); billing rates by individual position or job category (if time-based [hourly] method of compensation); proposed levels of services, i.e. full time, part-time, etc.; estimated total cost by activity; direct project expenses; and any other costs not included in the proposed fee.

While a price proposal is required, the primary criteria for a contract award will be based on qualifications, i.e., review of the comparative evaluation criteria cited in Part II.B. Pricing will be considered when there is minimal difference in the experience and qualifications of competing parties. The Town and proposer may negotiate a mutually agreed-upon fee and compensation schedule that reflects the services to be provided. The maximum available fee for professional services for the management of the FY 2020 CDBG grant is \$165,400.00. The proposed fee should also include requested compensation for non-CDBG services as well as preparation of the FY 2021 CDBG grant application.

Parts A and B must be submitted in separate sealed envelopes.

In submitting a proposal for the services being sought for grant administration and implementation, the *Part A* envelope shall be labeled: "Town of Wareham: Non-Price Proposal for CDBG Grant Management and Related Services" and the *Part B* envelope shall be labeled: "Town of Wareham: Price Proposal for CDBG Grant Management and Related Services."

PART IV. GENERAL TERMS AND CONDITIONS

A. Award of Contract

The Town of Wareham will review the non-price proposals and assign ratings to the different proposals based on the evaluation criteria included in the RFPQ. As part of this review process, the Town may contact previous employers/clients to verify the information provided by the proposer. It may also interview prospective consultants. Based on ratings, the Town will determine the most advantageous proposal. It is anticipated that the contract award will take place in June 2021.

B. Project Schedule

It is expected that the term of service shall commence immediately upon contract award (not later than July 2021) The Contractor shall be prepared to execute a contract agreement and commence work immediately upon selection.

C. Insurance

1. Each consultant/firm submitting qualification and proposal packages 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 Town a "Certificate of Insurance" indicating that such insurance is in force. Arrangements shall be made with the said insurance company to notify the Town of any termination or material change in the aforementioned insurance at least ten days prior to the date on which the termination or change takes place.
2. Each Consultant/Firm 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 Town with certificates of insurance showing that all its employees who shall be connected with the performance of this project are protected under Workers' Compensation Insurance Policies, in statutory amounts.
 - b. Automotive Liability Insurance with an Insurance Company acceptable to the Town 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/per occurrence.

D. General Provisions

- Faxed or emailed proposals shall not be accepted.
- While the Town has not established specific affirmative action hiring goals for this contract, consideration will be given in the evaluation process for those proposals including participation by disadvantaged groups, including Section 3, small businesses and certified M/WBEs.
- The Town of Wareham 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 Town.
- Pre-award negotiations may be conducted.
- All proposals shall become the property of the Town of Wareham.
- The selected proposer is expected to comply with all applicable federal and state laws in its performance of service.
- Unless specifically prohibited by the bidder, the Town has the right to disclose information contained in the proposals.
- With the exception of the Town's Affirmative Action Program, the selection of the successful proposer shall be made without regard to race, color, sex, age, religion, political affiliation or national origin.

- All contracts resulting from this solicitation are subject to the conditions of the Massachusetts CDBG Program and provisions found in Exhibit A at the end of this RFQP.
- A sample form of contract agreement is included in this RFPQ.
- All contracts resulting from this Request for Qualifications and Proposals may be subject to review and approval by DHCD/Massachusetts CDBG Program.
- Proposers should direct all questions regarding this Request for Qualifications and Proposals to:

Mr. Derek Sullivan, Town Administrator
Memorial Town Hall
54 Marion Road
Wareham, Massachusetts 02571
Telephone: 508.291.3100, ext. 3110
E-mail: pneal@wareham.ma.us
- Any questions shall be submitted in writing to the address above or via email to the Town Administrator by 4:00 PM, May 26, 2021. Please provide email address. The Town will issue any clarifications or additional information in writing (via email) by the end of the business day on May 27, 2021. All other methods of communication and communication with other parties shall be considered informal and non-binding.
- 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 the Town Administrator.

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.

By: _____
(Authorized Signature & Title)

(Name of Firm or Individual)

(Date)

CERTIFICATION OF TAX COMPLIANCE

Date: _____

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

(Printed Name of Firm or Individual)

By: _____
(Authorized Signature & Title)

Federal ID or Social Security #: _____

**DESCRIPTION OF APPLICANT BUSINESS/ORGANIZATION
AND
CERTIFICATE OF VOTE/SIGNATURE**

DESCRIPTION OF APPLICANT BUSINESS/ORGANIZATION

Check appropriate box(es):

The named organizational entity submitting this proposal is:

Corporation Partnership Proprietorship

Minority Owned Woman Owned

SIGNATURES: This page must be signed by a(n) individual(s) with authority to commit the proposing entity to a binding agreement. Corporations must attach required certification:

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME OF AUTHORIZED OFFICIAL: _____

ADDRESS: _____

TELEPHONE #: _____ FAX NUMBER: _____ EMAIL: _____

DATE: _____

FEDERAL TAX ID #: _____

DUNS #: _____

If a corporation, a notarized attestation of the signature(s) is required, or in the case of corporate seal affixed, that the signature is the signature of an officer authorized to bind the corporation to a contractual agreement.

**CERTIFICATE OF CORPORATE AUTHORITY
(If Applicable)**

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

held on _____ it was VOTED that:
(Date)

(Name)

(Officer)

of this corporation, be and he/she hereby is authorized to execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such _____ seal of the company, shall be valid and binding upon this under corporation. (Officer)

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

DATE OF THIS CERTIFICATE: _____, 2016

I hereby certify that I am the clerk of the _____ and that _____ is the duly elected _____ of said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

(Clerk)

CORPORATE SEAL:

GENERAL PROVISIONS APPLICABLE TO USE OF CDBG FUNDS

1. **RETENTION OF RECORDS:** The Consultant shall maintain in accordance with 2 CFR Part 200.333, and any Mass. DHCD regulations, procedures or guidelines, those books, records and any 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.
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 Mass DHCD, their authorized representatives, authorized representatives of 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 comparative data of the Consultant which pertain to the performance of the provisions and requirements of this Agreement, as provided by Executive Order 195.
3. **TERMINATION:** The Town/WRA 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 Town.
4. **AMENDMENTS:** This Agreement may be amended provided such amendment is evidenced in writing and executed by the signatories hereto, and receives approval from Mass CDBG prior to its effective date.
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 (24 CFR Part 1); 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 (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 set.); 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. 74); Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 74, as amended and revised by Executive Orders 116, 143 and 227; and DHCD regulations, procedures and guidelines.

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 or status as a veteran, of any other basis prohibited by law. The Consultant shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry or status as a veteran, of 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; lay off or termination; rates of pay or other forms of compensation; and selection of 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 or status as a veteran, of any other basis prohibited by law.

6. **PROCUREMENT STANDARDS:** The Consultant shall adhere to the requirements set forth in 2 CFR Part 200.317 through 200.326 and Mass CDBG regulations or the Massachusetts CDBG Program Operations Manual, as the Town may direct, as well as procedures and guidelines with respect to standards governing procurement, and any applicable provisions of State Commonwealth laws and regulations relative thereto, including Chapter 30, section 39M; Chapter 149, sections 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 takes 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.

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 CDF 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 11275, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”, and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Program, Equal Employment Opportunity, Department of Labor”.

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. 13), which shall serve as guidance for the implementation of said section.

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 227.

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 and 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.

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

12. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS, AND Mass CDBG REGULATIONS, PROCEDURES, AND GUIDELINES:** All activities authorized by this agreement shall be subject to and performed in accordance with the provisions of the Town's CDBG Grant Contract with DHCD 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 Mass DHCD.

13. **AVAILABILITY OF FUNDS:** The compensation provided by this agreement is subject to the continued availability of federal funds for the Massachusetts CDBG Program, and to the continued eligibility of the Commonwealth and the Town to receive such funds.

14. **INDEMNIFICATION:** The Consultant shall indemnify, defend, and hold the Town harmless from and against any and all claims, demand, liabilities, actions, causes of actions, costs 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.

15. **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.

16. **CONFIDENTIALITY:** The Consultant will protect the privacy of, and respect the confidentiality of information provided by program participants, consistent with applicable federal and state Commonwealth laws and regulations, including M.G.L., c.66, section 10, regarding access to public records, M.G.L. c.93H, Security Breaches; Executive Order No. 504, Regarding the Security and Confidentiality of Personal Information, 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.

17. **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.

18. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal award meets the definition of “funding agreement” under 37 CFR Section 401.2 (a) and the recipient or sub-recipient, Town, 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 recipient or sub-recipient the Consultant must 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.

19. **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 contracts and/or subgrants of amounts in excess of \$150,000 the Consultant must contain a provision that requires the non-Federal award to agree 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 (EPA).

20. **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).(I)

21. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 and 12689):** A contract award (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”). SAM, in accordance with the OMB 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 Town is no 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.

22. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** Contractors, including both the Town and Consultant, that apply or bid for 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 certifies 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 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 Town/WRA the certification set out in Appendix A to 45 CFR Part 93.

23. CLOSEOUT: The Consultant shall follow such policies and procedures with respect to closeout of any associated grant as may be required by Mass. CDBG.

SAMPLE CONTRACT AGREEMENT

BY AND BETWEEN
TOWN OF WAREHAM
AND
CONSULTANT

for

FY 2020 Massachusetts CDBG Program Grant Advisor Services

THIS AGREEMENT, effective as of the ____ day of _____, 2021 by and between the Town of Wareham, Massachusetts (hereinafter referred to as the "Town") and _____ (hereinafter referred to as the "Consultant").

WITNESSETH THAT:

WHEREAS, the Town has entered into an agreement with the Commonwealth of Massachusetts Department of Housing and Community Development (DHCD hereinafter), further identified as CDBG Small Cities Program to undertake a FY 2020 Community Development Block Program ("Program" hereinafter), pursuant to the Housing and Community Development Act of 1974 ("Act" hereinafter), as amended, and regulations thereunder, and

WHEREAS, professional services relating to the implementation of the Program are sought to assist the Town in the timely achievement of the FY 2020 Massachusetts CDBG Program objectives established by the Town's approved application to DHCD, and

WHEREAS, DHCD has reserved its rights pursuant to the "Act" and OMB Circular A-87 of the U.S. Office of Management and Budget to, approve agreements between the Town and vendors of professional Consultant services, this agreement will be submitted to DHCD for review and will take effect upon said approval as of the date noted above.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, THE PARTIES HERETO DO AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT:** The Town 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 professional services as found in Attachment A of this Agreement.
3. **RESPONSIBILITY OF THE TOWN:** The Town shall assume responsibility for assisting the CONSULTANT insofar as possible for the purposes of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services.
4. **REPORTING:** The CONSULTANT will report directly to the Town Administrator, who is acting on behalf of the Town's agent on behalf of this project.
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, other than those noted below, without prior written approval of the Town. wherein such approval shall not be unreasonably withheld. A subcontract shall not relieve or discharge the CONSULTANT from any obligation,

responsibility or liability under this Contract. All subcontracts shall be in writing and shall include by reference compliance with all terms and conditions of this Contract.

6. TIME OF PERFORMANCE: The services of the Consultant are to commence on _____, 2021.

6.1 All services required hereunder shall be completed by June 30, 2022, unless otherwise agreed to by the Town and the Consultant.

6.2 Performance in a manner which hinders the timely implementation of the program, without good cause, shall constitute grounds for termination of this Contract under Section 8.3.

7. COMPENSATION: The Town will pay the CONSULTANT in accordance with the compensation plan detailed in Attachment B. Total compensation shall not exceed _____ Dollars and xxx Cents (\$_____.__) inclusive of all expenses.

The CONSULTANT will invoice the Town for services provided per this Agreement. Each invoice shall be accompanied by a summary report prepared by the CONSULTANT which describes work completed to date.

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.

8.2 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 the Mass. CDBG, 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 compiled 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: Either party may terminate this Agreement. In the case of termination, all finished and unfinished documents shall become the property of the TOWN. In the event of termination, the CONSULTANT will be compensation for services provided to the effective date of the termination, according to the "Method and Schedule for Compensation," *Attachment A*.

8.3.1 Termination Without Cause: Either party may terminate this contract, without cause and without penalty, by providing the other party with prior written notice of termination. Such prior written notice shall be delivered to the other party at least thirty (30) calendar days before the effective date of termination.

8.3.2 Termination for Cause: If either party breaches any material term or condition of the Contract, or fails to perform or fulfill any material obligation required by this Contract, the Contract may be terminated or suspended by providing the other party with prior written notice of termination or suspension (7) calendar days before the effective date of termination or suspension. This Contract can be terminated immediately in the event of the criminal participation in fraudulent activities, or in the event the CONSULTANT files for bankruptcy.

8.3.3 Termination for Emergency: The TOWN may immediately terminate or suspend this Contract, without penalty, if the TOWN or DHCD determines that an unanticipated emergency situation exists, through no fault of the TOWN, which by law mandates immediate action to protect state or federal funds, property or persons, or to remedy damages which have already occurred. Such termination or suspension shall be effective upon the CONSULTANT'S receipt of written notice of either suspension or termination.

8.3.4 Termination Due to Elimination or Reduction of Funding: In the event of an elimination or reduction of funding, for any reason, and through no fault of the TOWN or DHCD, this Contract may be terminated or suspended without penalty, by providing the CONSULTANT with prior written notice of termination or suspension. Such prior written notice shall be made at least thirty (30) calendar days before the effective date of the termination or suspension.

8.3.5 Force Majeure: Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond their control and without their fault or negligence. Such causes may include but are not limited to: Acts of God, or the public enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes or unusually severe weather. Dates or times of performance shall be extended to the extent of delays caused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. Unless otherwise provided by law, or unless otherwise specified by the parties elsewhere in this Contract, the performance dates of this Contract are of the essence and important to the implementation of essential work, and continued failure by the CONSULTANT to perform for an extended period, even for causes beyond the control of the CONSULTANT, shall afford the TOWN the right to immediately terminate the Contract upon the Contractor's receipt of written notice of termination. An extended period shall be any period aggregating thirty (30) or more calendar days.

8.3.6 Obligation in Event of Termination or Suspension: The notice of termination or suspension from the TOWN shall state the circumstances of the termination or suspension, identify any alleged breach, a reasonable period to cure any alleged breach, if applicable, and any instructions or restrictions concerning any allowable activities or costs during this notice period. If the CONSULTANT is not in default or breach of the terms of this Contract, the TOWN shall promptly pay the CONSULTANT for all services provided up until the date of termination or suspension, provided the Contractor submits invoices for payment, with any required supporting documentation, pursuant to the provisions of Paragraph 7, and makes every reasonable effort to minimize any such costs incurred.

8.4 **AMENDMENTS**: This Agreement may be amended provided such amendment is in writing by the signatories hereto, and receives approval from Mass. CDBG prior to its effective date. Any authorized alternative provisions or additional terms and conditions to this Contract shall be specified in an Attachment or Amendment and shall not replace any boilerplate language, and shall closely and specifically establish the understanding, intent, obligations, responsibilities and expectations of the parties under this Contract.

8.5 **NONDISCRIMINATION**: The CONSULTANT shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88352), and the regulations issued pursuant thereto by HUD; Title VIII of the Civil Rights Act of 1968 (Public Law 90284), 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 74, as amended and revised by Executive Orders 116, 113 and 227; and Mass. CDBG regulations, procedures or guidelines.

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin. The CONSULTANT shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, or national origin. 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 nondiscrimination clause. The CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin.

8.6 **PROCUREMENT STANDARDS:** The CONSULTANT shall adhere to the requirements set forth in 2 CFR Part 200.318 through 200.326 and Mass. CDBG regulations, procedures and guidelines with respect to standards governing procurement, and any applicable provisions of State 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 businesses are utilized when possible as sources of supplies, equipment, construction and services. The SUBRECIPIENT shall maintain records sufficient to detail the process for procurement.

8.7 **EMPLOYMENT OPPORTUNITY:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of a “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 11375, “Amending Executive Order 11246 Relating to 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 **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 227.

8.9 **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 AntiKickback Act.

8.10 **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.

8.11 **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS, AND Mass. CDBG REGULATIONS, PROCEDURES, AND GUIDELINES:** All activities authorized by this agreement shall be subject to and performed in accordance with the provisions of the TOWN's Grant Agreement with Mass. CDBG 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, 2 CFR Part 200, 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 DHCD.

8.12 **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.

9. **AVAILABILITY OF FUNDS:** The compensation provided for by this agreement is subject to the continued availability of funds for the DHCD Economic Development Fund Program, and to the continued eligibility of the Commonwealth and the Town to receive such funds.

10. **INDEMNIFICATION:** The Consultant shall indemnify, defend, and hold the Town 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 Consultant's agents or employees in the completion of the services or products covered by this Agreement.

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 24 CFR Part 85.36 with respect to any bonding or other insurance requirements and/or shall ensure that any contractors or subcontractors associated with the EDF program shall do the same.

12. **CONFIDENTIALITY:** The Consultant will protect the privacy of, and respect the confidentiality of information provided by, program participants, consistent with applicable federal and state regulations, including M.G.L., C. 66, section 10 and 201 CMR 17:00, regarding access to public records and the protection of personal information.

13. **PUBLICATION, REPRODUCTION AND USE OF MATERIAL:** All published materials including, without limitation, reports, manuals, publications, pamphlets, brochures, advertisements, mass mailings, notices and articles prepared under this agreement with the Consultant and any subcontractors of the Consultant shall be the property of the Town.

No material, including computer software, prepared in whole or in part under this agreement, shall be subject to copyright in the United States of America or in any country except with the prior written approval of the Town and the DHCD. The Town shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, computer software, or other materials prepared under this agreement with the Consultant and any subcontractor of the Consultant. Any materials which have

been previously protected by copyrights and are used by the grantee in the performance of this agreement should not lose the copyright status by being so used.

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. **CLOSE-OUT:** The Consultant shall follow such policies and procedures with respect to close-out of any associated grant as may be required by the Town or DHCD.

20. SEVERABILITY OF PROVISIONS: 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 remain in force and affect.

IN WITNESS THEREOF, the **TOWN** and the **CONSULTANT** have executed this **AGREEMENT** as of the date above so noted.

The Town of Wareham

The Consultant

By: _____
Derek Sullivan, Town Administrator

By: _____
(Signature)

Date: _____

Date: _____

Attest: _____
(Signature)

Attest: _____
(Signature)

Certification as to Availability of Funds: *(In accordance with M.G.L. C.44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefor and that the Town Administrator has been authorized to execute the Contract and approve all requisitions and change orders):*

Judith Lauzon, Town Accountant Date

Approval as to Form:

**Approval of Contract as to
Appropriate Procurement Method:**

Richard Bowen, Town Counsel Date

Chief Procurement Officer Date