

**TOWN OF WAREHAM
REQUEST FOR PROPOSALS AND QUALIFICATIONS**

The Town of Wareham, acting through its Town Administrator, seeks a professional firm or team to provide Grant Administration Services for the implementation of CDBG program activities funded by a FY 2022 - 2023 Massachusetts CDBG (MCDBG) Mini-entitlement grant from the Executive Office of Housing and Livable Communities (EOHLC). The approved grant activities include:

- Wareham Housing Rehabilitation Program (14 units)
- Redwood Park (Wareham Housing Authority) Window Replacement Project
- The Family Pantry (Damien's Place) Public Social Service Program
- Wareham Area Committee for the Homeless (Turning Point) Public Social Service Program
- The Greater Attleboro Taunton Regional Transit Authority (GATRA) Public Social Service Program

The Town seeks the services of a Community Development (CD) Programs Manager and a Programs Coordinator to assist in the administration and implementation of the grant.

Firms, teams, or individuals may submit qualifications and proposal packages in response to this RFP/Q. Respondents may submit proposals to provide the services of Community Development Programs Manager or Programs Coordinator or all requested services. 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:

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

Responses to the RFP/Q must be received no later than December 6, 2023 at 2:00 PM at address listed above. The Town reserves the right to reject any or all proposals should it be deemed to be in the best interest of the Town of Wareham to do so.

Funding for the CDBG Program activities is provided by a FY 2022-2023 Massachusetts Community Development Block Grant Program award. All pertinent federal and state statutes apply. The Town encourages Section 3, minority, and women-owned business participation.

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.

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 2023 and covers all open CDBG grants. This RFP/Q seeks services for the Town's FY 2022-2023 CDBG grant and beyond, as described below. The services being solicited will require experience in different functional areas.

An 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.

BACKGROUND INFORMATION

The Department of Planning and Community Development (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 Select Board are the legal recipient of CDBG grants and have ultimate legal responsibility for them.

This RFP/Q seeks services for the management and implementation of a \$1,650,000 FY 2022-2023 MCDBG grant through EOHLC's Mini-Entitlement (ME) fund. The grant was awarded in August 2023 and is currently in the "start-up" stage.

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 (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.

As stated above, the Town’s primary objective in this solicitation is to retain the needed services to implement its FY 2022-2023 MCDBG grant. This grant includes funding to three organizations for public social services, a 14-unit housing rehabilitation program and a window replacement project at the Wareham Housing Authority’s Redwood Park complex.

Wareham Housing Rehabilitation Program (14 units)

The Wareham Housing Rehabilitation Program (WHRP) provides financial and technical assistance to low- and moderate-income Wareham 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 Town received \$774,000 for this activity, with a breakdown as follows:

Rehabilitation/Construction Funds	\$ 665,000
<u>Program Delivery</u>	
Community Development Programs Manager	\$ 24,000
Programs Coordinator	40,000
Housing Rehabilitation Program	40,000
Program Delivery Costs	<u>5,000</u>
Subtotal:	\$109,000
Program Activity Total:	\$774,000

Redwood Park Window Project

This project will provide funding to replace windows in Buildings D and E at Redwood Park, a 64-unit state-subsidized public housing development owned by the Wareham Housing Authority (WHA). This project is part of a larger capital improvements plan that will replace the windows in the entire development in phases. This project will replace the windows in sixteen units (10 in each unit) and four in each building’s common areas (hallways). This project will replace a total of 168 windows.

The Town received \$337,000 for this activity, with a breakdown as follows:

Construction Funds	\$300,000
<u>Program Delivery</u>	
Community Development Programs Manager	\$ 20,000

Programs Coordinator	14,000
Program Delivery Costs	<u>3,000</u>
Subtotal:	\$ 37,000

Program Activity Total: \$337,000

The Family Pantry – Damien’s Place Public Social Service

CDBG funding will be used to assist The Family Pantry – Damien’s Place in purchasing food, offsetting the costs of rent for the organization’s East Wareham warehouse; by contributing to the part-time salary of the pantry’s single paid employee; by offsetting the costs of communication materials, insurance, and training.

The Town received \$137,000 for this activity, with a breakdown as follows:

Project Activity Costs	\$120,000
<u>Program Delivery</u>	
Community Development Programs Manager	\$ 5,000
Program Coordinator	<u>12,000</u>
Subtotal:	\$ 17,000

Program Activity Total: \$137,000

Wareham Area Committee for the Homeless (WACH) Turning Point Program

Funding will be used to assist WACH/Turning Point in paying a portion of the organization’s Program Coordinator’s salary, for financial services provided under the terms of a Financial Services Agreement between WACH/Turning Point and the Brockton-based non-profit Father Bill’s & MainSpring, and to provide direct payments on clients’ behalf to prevent homelessness, including payment of security deposits, and rent and utility assistance.

The Town received \$137,000 for this activity, with a breakdown as follows:

Project Activity Costs	\$120,000
<u>Program Delivery</u>	
Community Development Programs Manager	\$ 5,000
Program Coordinator	<u>12,000</u>
Subtotal:	\$ 17,000

Program Activity Total: \$137,000

GATRA Transportation Assistance Program

Wareham’s Greater Attleboro Taunton Regional Transit Authority (GATRA) Transportation Assistance Program provides a resource for Wareham’s large elderly,

disabled and LMI population. The Transportation Assistance Program consists of four service components: 1. Dial-A-Ride, 2. OWL Fixed Route Bus Pass Program, 3. Out of Town Transportation and 4. New Bedford/Wareham Bus Pass Program. As is widely known, lower income persons spend a disproportionately greater percentage of their income on basic necessities than do higher income persons. For lower income households, the cost of transportation is significant in a way that higher income persons may find difficult to understand.

The Town received \$47,000 for this activity, with a breakdown as follows:

Project Activity Costs	\$30,000
<u>Program Delivery</u>	
Community Development Programs Manager	\$ 5,000
Programs Coordinator	<u>12,000</u>
Subtotal:	\$ 17,000
Program Activity Total:	\$ 47,000

General Administration

In addition to the budgeted amounts for direct activities and related program delivery costs, the grant includes funding for costs associated with the grant's general administration.

Community Development Programs Manager	\$ 80,000
Programs Coordinator	41,000
Administrative Assistant/Bookkeeper	82,000*
*This represents a Town employee in the DPCD.	
General Administration & Program Delivery	<u>15,000</u>
Subtotal:	\$218,000
TOTAL GRANT:	<u>\$1,650,000</u>

Grant Administration and Implementation Budget

The total budget for grant administration and implementation services for the Wareham FY 2022-2023 CDBG Program is \$310,000.

The maximum amounts available for the services requested are:

TOTAL available for Community Development Programs Manager:	\$ 139,000
TOTAL available for Program Coordinator:	\$ 131,000
TOTAL available for Housing Rehabilitation Specialist:	<u>\$ 40,000</u>
Subtotal:	\$ 310,000

PROJECT SCHEDULE

The Town anticipates making a contract award in December 2023. Pending successful negotiation with the selected firm or team, the Consultant shall start services immediately following the approval of the contract agreement by the Executive Office of Housing and Livable Communities (EOHLC). The performance period of the grant shall be until its completion and or the grant ending date. Currently the grant end date is June 30, 2025.

SUMMARY OF SCOPE OF SERVICES REQUESTED

The Town intends to implement and manage this grant through contracted services via a Community Development Programs Manager and Programs Coordinator, as well as with the assistance of a town-employed Administrative Assistant/Bookkeeper.

The program will operate under the direction of the Department of Planning and Community Development (DPCD) and will be supervised by the Town Administrator, who reports to the Board of Selectmen. The Board of Selectmen will have oversight responsibility for the FY 2022-2023 MCDBG Grant, including:

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

The Town is seeking a firm or a team to implement the grant activities. However, for the purposes of supervisory efficiency, the Town 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 and/or CDF 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 Town in its FY 2022-2023 MCDBG 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 December 2023 through June 30, 2025, or until all grant activities are 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 firm or team will be expected to perform most of the requested services on-site at the Community Development office.

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

Community Development Programs Manager (PM)

The Community Development Programs 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 Administrative Assistant/Bookkeeper (AA/B) and Programs Coordinator (PC).
- **Procurement** of services required to implement program activities in compliance with all state and federal regulations, including but not limited to procurement of a general contractor for the Redwood Park window project.
- **Grant Management and Implementation** including but not limited to financial and administrative management of the grant in coordination with the Town's Accounting and Treasurer/Collector departments; implementation of grant activities in accordance with project schedules, program goals and regulatory requirements; regular reporting to the Board of Selectmen and the EOHLC; federal wage rate monitoring for the Redwood Park window project; and monitoring of the public social service activities.

Programs Coordinator (PC)

Under the Direction of the Community Development Programs Manager, the Programs Coordinator assists the Manager with the daily operation of the various grant activities, such as Public Services projects. The coordinator's duties include the review of monthly Public Services invoices from sub-recipients and preparation of invoices for payment. Additional responsibilities include monitoring of rental units assisted through prior CDBG grants and working jointly with the Administrative Assistant/Bookkeeper to maintain the loan portfolio in RLSS, and to process subordination and loan payoff requests. The Programs Coordinator will also have responsibilities in completing the Redwood Park window project.

The Programs Coordinator sets up projects and contracts, maintains beneficiary information, and ensures data and financial transactions are entered accurately into the State's Intelligrants system. The Programs Coordinator also maintains 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 will prepare quarterly reports, grant amendments, and grant extension requests. Additional duties may include preparing letters and other documents as needed.

The Programs Coordinator will also assist the Programs Manager with researching data, preparing plans and CDBG grant applications, and using social media to inform the public of DPCD's Town of Wareham FY 2022-2023 Mini-Entitlement grant activities.

Administrative Assistant/Bookkeeper (AA/B)

Under the direction of the Community Development Programs Manager, the Departmental Administrative Assistant/Bookkeeper is responsible for the timely, accurate

and thorough accounting of all financial transactions associated with the CDBG grants. The AA/B maintains financial records through the Town's VADAR financial management system. Staff presents the AA/B with projected cash needs, which are compiled as the basis for a grant claim. The AA/B provides reports of expenses for all grant-funded projects. For this, the AA/B serves as liaison with the Town Accountant's Office regarding the accuracy of Town accounting processes relating to CDBG. The AA/B also tracks income from grant and loan repayments through DPCD's loan program software (RLSS). The Administrative Assistant 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 AA/B position is a 35-hour per week position. **The AA/B position is currently filled by a town employee. This RFP/Q is not seeking these services.**

The firm or team selected to assist the Town in the administration of this MCDBG award shall perform all duties professionally to ensure the successful implementation of the grant with minimal day-to-day supervision.

Although the grant's management plan and this RFP/Q list the functions and the responsibilities for the three positions cited above, a proposer should only submit a proposal to staff the Programs Manager (PM) and Programs Coordinator (PC) positions only. 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 six 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 Town to complete its evaluation. Failure to provide such information will result in the proposal being rejected as nonresponsive.

Minimum Evaluation Criteria

The following are the minimum standards to be considered responsive to this RFP/Q. Failure to meet any of these minimum standards shall result in a rejection of the proposal.

1. The proposer must have a minimum of three 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 two 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 five 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 two years of successful experience in the specific area of public social service program management in Massachusetts within the past five 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. Proposals must be complete, accurate and responsive to the RFP/Q's requirements.
5. The proposer shall provide evidence of insurance coverage, including general and professional liability and worker's compensation insurance.
6. 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.

Comparative Evaluative Criteria

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

- 1. Years (or individual grant rounds) within past seven 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 five years of funding round experience in total, and experience with at least two different types of project components (activities).

Advantageous: Four or five years of funding round experience in total, and experience with at least two different types of project components (activities).

Not Advantageous: At least three but less than four years of funding round experience in total, and experience with at least two different types of project components (activities).

Unacceptable: Less than three years of funding round experience.

2. **Successful experience in implementing CDBG-funded public housing, public infrastructure and/or facilities construction projects during the past five 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. **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.

Not Advantageous: Not applicable.

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.

4. **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.

Not Advantageous: Not applicable.

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

**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.*

SUBMISSION REQUIREMENTS

The following specific information will be required in each 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.

TECHNICAL (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 RFP/Q, 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. 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. Provide a brief history of each consultant or firm involved as well as a synopsis of ownership and organizational structure.
4. Provide information that demonstrates how the applicant meets the minimum *evaluation criteria*.
5. Provide statement/information that demonstrates how the applicant meets the *comparative evaluation criteria*.

6. 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.
7. 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.
8. 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.
9. Attach to each proposal package a signed original letter pursuant to Massachusetts General Laws, Chapter 62C, Section 49A (*Sample included*).
10. Attach to each proposal package a signed original Non-Collusion Certificate pursuant to Massachusetts General Laws, Chapter 30, Section 39M (*Sample included*).
11. Corporations must attach to the proposal package a signed original Certificate of Corporate Authority (*Sample included*).

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 2022-2023 CDBG grant is \$310,000.

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

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

1. Technical (Non-Price) proposal
2. 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 **“Town of Wareham: Non-Price Proposal for CDBG Grant Management and Related Services”** or **“Town of Wareham: Price Proposal for CDBG Grant Management and Related Services.”**

These two envelopes must be enclosed in a third envelope clearly marked with the proposer's name, address, and the title **“FY 2022-2023 CDBG Program Administration – Opening, December 6, 2023 at 2:00 PM.”**

INSURANCE REQUIREMENTS:

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 insurance coverage at least 10 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 A Certificate 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 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/occurrence.

TERMS AND CONDITIONS

Award of Contract

The binding effect of a contract award and subsequent agreement for Wareham's FY 2022-2023 CDBG grant administration will be contingent on the execution of a grant agreement between the Town of Wareham and the Massachusetts Executive Office of Housing and Livable Communities.

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 occurs first. 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 Town 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 Town. 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 Town of Wareham will determine the most advantageous proposal and award the contract. The Town 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 5 days of presentation by the Town and commence work immediately upon execution of the contract.

It is anticipated that the award will take place on or about December 11, 2023.

General Provisions

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 Section 3 firms, disadvantaged groups, including 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.

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.

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 Request for Proposals and Qualifications will be subject to review and approval by EOHLC/Massachusetts CDBG Program.

Proposers should direct all questions regarding this Request for Proposals/Qualifications, 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 2:00 p.m. on Thursday, October 23, 2023. Please provide an email address. The Town will issue any clarifications or additional information in writing (via email) by the end of the business day on Wednesday, October 29, 2023. 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.

(Signature of person signing bid or proposal)

(Name of Business)

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I,
_____, authorized signatory for
_____, do hereby certify under the pains and
(Name of Contractor)
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.

CONTRACTOR

By: _____
(Signature of Authorized Representative)

Title: _____

Date: _____, 20__

CERTIFICATE OF CORPORATE AUTHORITY

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

(Officer) under seal of the company, shall be valid and binding upon this corporation.

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

DATE OF THIS CERTIFICATE: _____

I hereby certify that I am the clerk of the _____
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:

sample
Consultant or Management Services Contract
AGREEMENT BY AND BETWEEN

TOWN/CITY OF

AND

THIS AGREEMENT, was made as of the ___ day of _____, 20__ by and between the Town/City of _____, Massachusetts (hereinafter referred as the MUNICIPALITY) and _____ (hereinafter referred to as the CONSULTANT).

WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of _____ 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.

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.

8.1.2. 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 EOHLC 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 EOHLC.

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 EOHLC, 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: _____	_____
(signature of authorized representative & title)	(date)

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.

Approvals and Signatures

By: TOWN OF WAREHAM :	By: CONSULTANT
Authorized Signatory Date	name Date
<u>Certification as to Availability of Funds:</u>	<u>Approval of Contract as to Form:</u>
Town Accountant Date	Town Counsel Date
<u>Approval of Contract as to Appropriate Procurement Method</u>	
Chief Procurement Officer Date	