



**TOWN OF WEBSTER**  
**OFFICE OF COMMUNITY DEVELOPMENT**  
**REQUEST FOR PROPOSALS AND QUALIFICATIONS**  
**WEBSTER CENTER SLUMS AND BLIGHT INVENTORY**

Proposals for Consulting Services to update a “Slums and Blight Inventory” for Webster Center will be received at the Webster Office of Community Development, Webster Municipal Building, 350 Main Street, Webster, Massachusetts 01570 until 4:00 PM, Tuesday, March 3, 2020, at which time they will be publicly opened and read. Specifications may be obtained by contacting Ms. Carol Cyr at 508-949-3800, ext. 4004, via e-mail at [ccyr@webster-ma.gov](mailto:ccyr@webster-ma.gov), or directly from the Town’s website at <https://www.webster-ma.gov/Bids.aspx>.

The Webster Redevelopment Authority reserves the right to waive any informalities, to accept or reject, in whole or in part any and all bids, or take whatever other action may be deemed to be in the best interest of the Town/Redevelopment Authority.

The contract will be funded by a Massachusetts CDBG Program grant and is subject to the requirements of this grant. The Town encourages submissions from Section 3, Small (SBE) and D/M/WBE businesses. The Town of Webster/Redevelopment Authority is an affirmative action, equal opportunity employer/contracting agency.

## **TOWN OF WEBSTER**

### **Request for Proposals and Qualifications (RFPQ)**

#### **PREPARATION OF A SLUMS AND BLIGHT INVENTORY**

**Webster Center, Webster**

The Webster Office of Community Development (OCD), on behalf of the Town of Webster, Massachusetts, is requesting proposals and qualifications from individuals, firms, or a team to complete an update of a “Slums and Blight” inventory for the core area of Webster Center (hereafter “Webster” or “Center”). The objective of this initiative is to complete a comprehensive compilation and analysis of the existing physical conditions of public and private buildings, infrastructure, and facilities within a defined area of the village. The end product will be a deliverable whose contents meet the requirements for approval of a “blighted area” designation by the Massachusetts Department of Housing and Community Development (DHCD). The Town received prior designation by DHCD for this area. This designation expires in 2020, and the Town is seeking to renew the designation for an additional ten year period, through 2030.

Submissions must be received at the Office of Community Development no later than 4:00 PM, Tuesday, March 3, 2020, in the format specified herein. This project is funded by the Massachusetts CDBG Program and is subject to that program’s policies and requirements. The Town/Webster Redevelopment Authority invites submissions from Section 3, Small (SBE) and/or D/M/WBE firms. The Town of Webster/Webster Redevelopment Authority is an EEO/AA Employer and contracting agency.

#### **Background**

Webster was awarded Community Development Block Grant (CDBG) funds in 2019 to update its existing “slums and blight inventory” for Webster Center. The inventory was completed in late 2009 and the area received the state Department of Housing and Community Development’s approval as a blighted area in June of 2010. The area is centered on the three-quarter mile long Main/South Street corridor, running from the intersection of East and South Main Streets to the Dudley Town line at the French River. The area contains twenty-two blocks, approximately 100 structures, and additional vacant or open lots.

The Town intends to complete this update as it expects to seek a renewed “blighted area” designation when the current one expires in mid-2020. While there have been many positive changes within the area during the past decade, a “reconnaissance” field observation leads the Town to conclude that the downtown area still displays levels of distress that will easily exceed the Department of Housing and Urban Development (HUD) threshold for renewing the designation. While it is not ideal for any community to have itself declared “blighted,” the designation has enabled Webster to plan and complete many projects that are laying the foundation for a reinvigorated downtown core.

Although a direct correlation has not been established, it appears obvious that there is one between the incidence of lower income population and the substandard condition of the area's building stock, in mixed-use and residential structures in particular. The area is overwhelmingly lower income: Of the three Census block groups in which the area is located, one has low-/moderate-income percentage above 76%, and the two others are above 68%. The current Slums and Blight Inventory found that nearly two-thirds of exclusively residential structures were deteriorated, as were half of the mixed-use ones.

The public infrastructure throughout the area is deteriorated as well. Where it is not, it is usually because the Town has invested CDBG and local funds during the past decade to improve it. These improvements have had a substantial positive impact, both visually and functionally. Still, significant portions of the infrastructure and public improvements remain substandard.

## **PART I. SCOPE OF SERVICES**

This solicitation seeks the completion of a comprehensive slums and blight inventory for Webster Center. It is anticipated that the area encompassed by the survey is substantially the same as the current area. However, at the commencement of the project, the Consultant will meet with local officials or staff to review possible modifications to the study area's boundaries.

The deliverable will be a professional product that meets the MA Department of Housing and Community Development's (DHCD) requirements for review for potential designation of the survey area as a "blighted area." The purpose for doing this will be to enable the Town to continue to conduct future CDBG-funded activities within the area that are compliant with the CDBG National Objective of "prevention or elimination of slums and blight." To accomplish this, the Town sees work needed in the following task areas:

A. Parcel-by-parcel inventory and evaluation (profile) that includes: 1) development of individual property form and "property condition" evaluation methodology; 2) collection and assembly of property information (e.g., assessor's field card data, zoning status, map and parcel number, etc.); 3) field survey work to photograph and document property condition; 4) evaluation and rating of property condition; and 5) assembly and compilation of Items 2-4 onto inventory form (with attachments, as appropriate). This inventory and evaluation will be supplemented by a summary document that lists all multi-story mixed-use, commercial and/or multi-unit residential structures. The summary document should provide an identifier for each building on this summary list to the corresponding individual property inventory form. The summary should list the uses by floor, the number of units on each floor by use type, utilization (occupancy/vacancy status), and estimated unit size.

B. Inventory and field inspections and evaluation of public and private infrastructure that includes: 1) a block-by-block (or parcel-by-parcel, where appropriate) evaluation of infrastructure components, including roadways and sidewalks, crosswalks and wheelchair ramps, parking areas, parks/playgrounds, utility poles, fire hydrants, street and directional signage, pavement markings, storm drain piping and structures, water and sewer lines, street furniture and fixtures, and docks. This evaluation will be completed either through field observation/documentation, available data or information or a combination of both.

C. Mapping/Visual presentation that includes: 1) preparation of an area map that shows location and condition of major infrastructure components; 2) composite parcel map (e.g., assessor's map) showing condition rating of each major structure on parcel; 3) zoning map; 4) map delineating proposed boundaries of area to be designated as blighted.

D. Related and supporting documentation, including: 1) summary information and explanation of methodology used for project; 2) rationale for determining "blighted area" boundary; 3) data collection/assembly and completion of DHCD's suggested "Base-line Information Form" or comparable summary document; and 4) official "finding[s]" by local official determining area as meeting federal and/or state "slums/blighted area" criteria.

E. Preparation of "Slums and Blight Inventory" document that includes: compilation and consolidation of work products from items A through D above into a single document to be submitted to the Department of Housing and Community Development.

F. Public Presentation will include a presentation to residents, business owners, public officials, and other interested parties and organizations. This presentation will be important, in part, to communicate in advance of the vote by the Board of Selectmen that the terminology of "slums and blight" is not one of local choice, but is a requirement of state and federal government.

Deliverables: At completion, the Consultant shall submit five (5) complete hard copy sets of the inventory to the Town (one set will be submitted to DHCD), plus one complete electronic set in a PDF or similar version, plus one complete electronic file in editable formats (e.g., WORD, EXCEL).

## **PART II. EVALUATIVE CRITERIA**

### **A. MINIMUM EVALUATIVE CRITERIA**

The following shall be considered minimum standards necessary to perform the requested scope of work. Failure to meet 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 prospective Consultant (or team) shall have demonstrated experience in completing prior "slums and blight inventories" that have met the requirements for designation of such by the MA DHCD. In lieu of such direct experience, the proposer may present completed experience of comparable types of work (e.g., urban renewal plans, detailed district revitalization studies). If the proposer does not have direct "slums and blight inventory" experience, it must demonstrate that it has a thorough knowledge of the requirements needed for DHCD's approval. The Town's determination of comparable substitute experience meets this criterion will be final.

2. Proposals must be complete, accurate and responsive to the RFQP's requirements.
3. The prime contractor, or any team member, shall not be prohibited from being awarded federal or state contracts.
4. Evidence of insurance coverage must be satisfactory, including general and professional liability and worker's compensation insurance.

## **B. COMPARATIVE EVALUATIVE CRITERIA**

Proposals that meet the Minimum Evaluative Criteria above will then be evaluated according to the Comparative Evaluative Criteria below. 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 prospective Consultant (or team) shall have demonstrated experience in completing prior "slums and blight inventories" that have met the requirements for designation of such by the MA DHCD. In lieu of such direct experience, the proposer may present completed experience of comparable types of work (e.g., urban renewal plans, detailed district revitalization studies). If the proposer does not have direct "slums and blight inventory" experience, it must demonstrate that it has a thorough knowledge of the requirements needed for DHCD's approval.

*Highly Advantageous:* Has completed three or more slums and blight inventories in Massachusetts communities within the past fifteen years.

*Advantageous:* Has completed one or two slums and blight inventories in Massachusetts communities within the past fifteen years.

*Not advantageous:* Has completed no slums and blight inventories in Massachusetts but has in other states, OR has completed directly comparable work and has described that work so that the Town can establish its comparability.

*Unacceptable:* Has completed no slums and blight inventories in Massachusetts or in other states, NOR has it completed directly comparable work. *Applicants receiving this rating for any of the criteria will be eliminated from further consideration.*

2. The proposal for services establishes the professional qualifications, experience, and capacity to successfully complete the project in a timely manner.

*Highly Advantageous:* The proposal communicates that the firm/team has the professional experience, staffing levels and an understanding of the demands of the project. The staffing plans and assignments are clear and demonstrate the capacity to undertake the project.

*Advantageous:* The proposal communicates that the firm/team has the professional experience, staffing levels and an understanding of the demands of the project. The work and staffing plans and assignments are clear and demonstrate the capacity to undertake the project, but less so than competing proposals.

*Unacceptable:* The proposal is incomplete, unclear or questionable with respect to professional experience and capacity. *Applicants receiving this rating for any of the criteria will be eliminated from further consideration.*

### 3. Quality of Work Products.

*Highly Advantageous:* The firm/team presents samples of comparable work that are highly professional both in content and presentation, and which are effective in communicating the content for which they were developed.

*Advantageous:* The firm/team presents samples of comparable work that are largely professional both in content and presentation, but which are less so than those of competing submissions.

*Unacceptable:* No work samples are presented OR the quality of the samples are significantly inferior to those of competing submissions. *Applicants receiving this rating for any of the criteria will be eliminated from further consideration.*

### 4. References.

*Highly Advantageous:* References, without exception, indicate that the proposer's performance was highly satisfactory and responsive to the client's needs. There were no issues with timeliness, there was strong project management and internal and external working relationships.

*Advantageous:* References, indicate that the proposer's performance was largely satisfactory and responsive to the client's needs. There were no or minor issues with timeliness, project management and internal and external working relationships.

*Not advantageous:* References are favorable overall regarding the proposer's performance, but are less unequivocally positive than the criteria described in the ratings categories above.

*Unacceptable:* References indicate performance concerns, some aspects of performance were unsatisfactory, and/or are unable to be contacted because they are not current.

### **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 proposal shall consist of two separate parts, non-price proposal and price proposal:

#### **Part A - Non-Price (Technical) 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 and signed by an authorized representative for the firm who will act as a contact person during the selection process.
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 of consultant, firm and staff proposed for the engagement. List and describe previous similar assignments. Identify the persons who will be involved in the project and describe their qualifications and experience.
6. Provide information that demonstrates how the proposer meets the *minimum evaluation criteria*.
7. Provide information that demonstrates how the proposer 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.
9. Acknowledgment of the proposed project schedule and ability to meet schedule requirements, or an explanation as to why a departure from the above schedule is needed.
10. A signed original Non-Collusion Certificate pursuant to Massachusetts General Laws, Chapter 30, Section 39M (*sample included at end*).
11. A signed original certification pursuant to Massachusetts General Laws, Chapter 62C, Section 49A (*sample included at end*).
12. Completed 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. Payment will be made pursuant to a method and schedule that will be negotiated with the successful proposer. The Town expects to make payment based on the completion (or partial completion) the project task elements. Applicants should provide a breakdown of the fee and estimated hours for each of the five tasks, plus deliverables, together with the total proposed fee. The maximum available fee for these services is \$50,000.00.

Compensation may be proposed either on a fixed or not-to-exceed billing basis. However, fee proposals should clearly identify all elements contained therein, including basis for fees charged (hourly rate vs. direct labor X multiplier); billing rates by individual position or job category; proposed levels of services; estimated cost by activity/task; direct project expenses; subcontractor costs, if any (include a detailed cost breakdown); and any other costs comprising or not included in the proposed fee.

**Parts A and B of the proposal shall be submitted in separate sealed envelopes.** Failure to do so will result in the rejection of the proposal.

The proposer should submit one original and two (2) copies of the Non-Price (Technical) Proposal and one original of the Price Proposal.

The *Part A* envelope shall be labeled: “Non-Price Proposal: Preparation of Slums and Blight Inventory for Webster Center” and the *Part B* envelope shall be labeled: “Price Proposal: Preparation of Slums and Blight Inventory for Webster Center.”

A proposer may withdraw or revise its proposal up to the date of the submission deadline. Any revision or withdrawal must in writing to the address shown on the first page of this RFQ/Q and should reference the solicitation (“Preparation of Slums and Blight Inventory for Webster Center”) and cite whether it is a modification or withdrawal.

Submissions shall be binding for thirty (30) days from the submission deadline time and date.

## **PART IV. GENERAL TERMS AND CONDITIONS**

### **A. Award of Contract**

The Town of Webster/Redevelopment Authority will review the non-price proposals and assign ratings to the different proposals based on the evaluation criteria included in the RFQP. As part of this review process, the Town/Redevelopment Authority may contact previous employers/clients to verify the information provided by the proposer. It may also interview prospective consultants. Based on ratings, the Town/Redevelopment Authority will determine the most advantageous proposal and make a recommendation for contract award to the Town Administrator. It is anticipated that the contract award will take place in March 2020.

## **B. Project Schedule**

The term of service shall commence immediately upon issuance of a Notice to Proceed from the Town and shall be continuous through completion, currently estimated to be on or about September 30, 2020. However, services will be required until the project is completed. For example, if the Department of Housing and Community Development (DHCD) requests additional information or revisions in order to complete its review of the Town's submission, the Consultant shall provide such in a timely manner. The Town's intent is to have DHCD's renewed designation of the area as blighted in hand so that it will be able to include project activities in its FY 2021 CDBG application.

## **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. The selected consultant shall take out and maintain insurance as provided in the preceding paragraph, and 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**

- While the Town/OCD has not established specific affirmative action hiring goals for this contract, consideration will be given to those proposals that include participation by disadvantaged groups, including Section 3, SBEs and certified M/WBEs.
- The Town/OCD 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 Webster/OCD and are subject to federal and state laws concerning public records.
- Unless specifically prohibited by the bidder, the Town/OCD has the right to disclose information contained in the proposals.
- The selection of the consultant 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 as found in Exhibit A at the end of this RFPQ.
- Contracts resulting from this solicitation may be subject to review and approval by DHCD/Massachusetts CDBG Program.
- Proposers should direct all questions regarding this Request for Proposals and Qualifications to:

Ms. Carol Cyr, Director  
Webster Municipal Building  
350 Main Street  
Webster, Massachusetts 01570  
Telephone: 508-949-3800, ext. 4004  
E-mail: [ccyr@webster-ma.gov](mailto:ccyr@webster-ma.gov)

- Questions concerning the RFPQ shall be submitted in writing to the address above or via email to Ms. Cyr no later than 4:00 PM, February 24, 2020. Provide an email address. The Town will issue written clarifications or additional information (via email) by the end of the business on February 27, 2020. All other methods of communication and communication with other parties shall be considered informal and non-binding.
- Faxed or emailed proposals shall not be accepted.
- The proposer may withdraw and/or modify its proposal up to the deadline time and date for submission of proposals, but communicating such modification or withdrawal in writing, addressed to Ms. Cyr above.

## **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 #: \_\_\_\_\_

## **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)

\_\_\_\_\_, \_\_\_\_\_ of this corporation,  
(Name) (Officer)

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 corporation.

(Officer)

A True Copy, ATTEST:

\_\_\_\_\_  
Name and 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:

## **Streets in Proposed Slums and Blight Inventory for Webster Center**

● <b>Main Street</b>	● <b>Bartlett Street</b>
● <b>South Main Street</b>	● <b>Lake Street (part)</b>
● <b>Peter Street</b>	● <b>Negus Street (part)</b>
● <b>Frederick Street</b>	● <b>Church Street</b>
● <b>Davis Street</b>	● <b>Mechanic Street (part)</b>
● <b>Tracey Court</b>	● <b>School Street (part)</b>
● <b>Pleasant Street</b>	● <b>High Street (part)</b>
● <b>Union Street</b>	● <b>River Court</b>
● <b>Wellington Street</b>	● <b>Chase Street (part)</b>

See next page for map.

## Downtown Webster

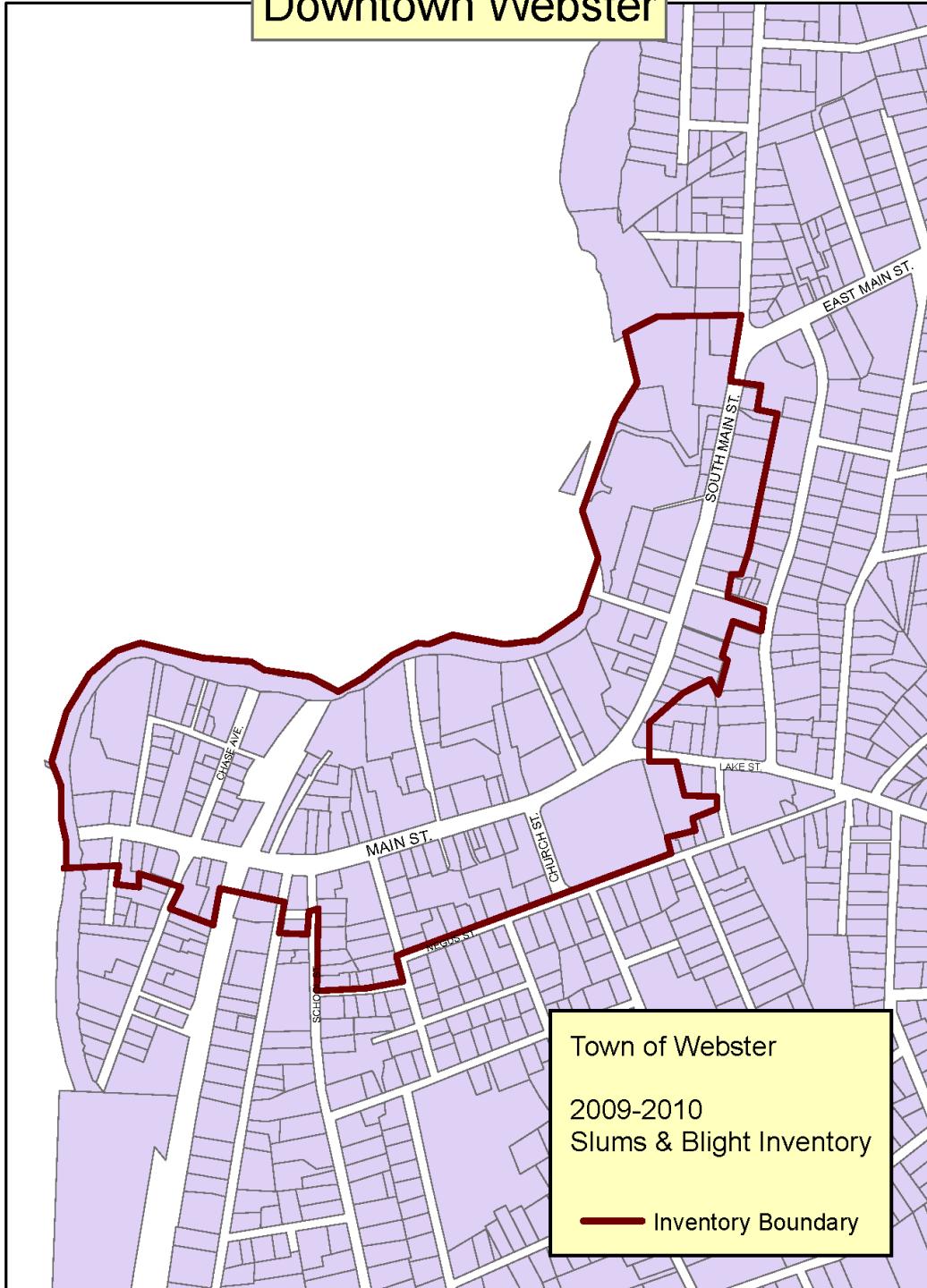


Exhibit A

## **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 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. 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/WRA 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 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 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 Mini-Entitlement 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 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.

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.