



## **Request for Proposals**

### **Grant Administrator**

# **2021 COMMUNITY DEVELOPMENT BLOCK GRANT**

*by the*

**Town of Fairhaven**

**Paul H. Foley, AICP**

**Director of Planning and Economic Development**

Town Hall

40 Center Street

Fairhaven, Massachusetts 02719

Phone: (508) 979-4023, Ext. 122

[pfoley@fairhaven-ma.gov](mailto:pfoley@fairhaven-ma.gov)

The Town of Fairhaven seeks proposals from consultants for grant administration services for its 2021 MA CDBG funded project, Hedge Street Phase 3 Infrastructure Improvements. Requests for the RFP as well as questions should be directed to Paul Foley, Director of Planning & Economic Development, (508) 979-4023, Ext. 122, [pfoley@fairhaven-ma.gov](mailto:pfoley@fairhaven-ma.gov). The Town must receive a PDF (.pdf) format electronic copy of any proposal by email to the attention of Paul Foley, Director of Planning and Economic Development at [pfoley@fairhaven-ma.gov](mailto:pfoley@fairhaven-ma.gov) no later than 2:00 p.m. on **Wednesday, March 30, 2022**. It is the responsibility of the respondent to confirm actual receipt of the proposal.

The Town reserves the right to reject any proposal deemed not to be in its best interest and waive minor technicalities. The contract period shall be from about April 1, 2022 until July 31, 2023. The maximum fee allowed is \$40,500.00.

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This project is funded by the U.S. Department of Housing and Urban Development and the Department of Housing and Community Development, Massachusetts CDBG Program

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REQUEST FOR PROPOSALS  
2021 COMMUNITY DEVELOPMENT BLOCK GRANT  
GRANT ADMINISTRATION  
FAIRHAVEN, MASSACHUSETTS

The Town of Fairhaven seeks proposals from consultants for grant administration services for its 2021 MA CDBG funded project, Hedge Street Phase 3 Improvements. Requests for the RFP as well as questions should be directed to Paul Foley, Director of Planning & Economic Development, (508) 979-4023, Ext. 122, [pfoley@fairhaven-ma.gov](mailto:pfoley@fairhaven-ma.gov). The Town must receive a PDF (.pdf) format electronic copy of any proposal by email to the attention of Paul Foley, Director of Planning and Economic Development at [pfoley@fairhaven-ma.gov](mailto:pfoley@fairhaven-ma.gov) no later than 2:00 p.m. on **Wednesday, March 30, 2022**. It is the responsibility of the respondent to confirm actual receipt of the proposal.

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Fairhaven is an equal opportunity employer and encourages Women and Minority-owned businesses to submit proposals.

## GENERAL SPECIFICATIONS

### 1. PREPARATION OF PROPOSALS

- A. Proposal procedure shall be in accordance with the provisions of Massachusetts General Laws Chapter 30B, 24 CFR Part 85 and all Massachusetts Community Development Block Grant Policies.

### 2. INTERPRETATIONS

- A. No interpretation of the meaning of the SPECIFICATIONS will be made to any proposer orally. Every request for such interpretation shall be in writing addressed to Paul Foley, Director of Planning & Economic Development, [pfoley@fairhaven-ma.gov](mailto:pfoley@fairhaven-ma.gov), Town of Fairhaven, 40 Center Street, Fairhaven, MA 02719, and to be given consideration, must be received no later than 2:00 pm, five (5) calendar days (Saturday, Sunday and legal holidays excluded) prior to the due date of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the SPECIFICATIONS (at the respective addresses furnished for such purposes). Such Addenda will be mailed and/or emailed no later than three (3) calendar days prior to time set for opening of proposals.
- B. Failure of any proposer to receive any such Addenda shall not relieve such proposer from any obligation under his/her proposal as submitted. All Addenda so issued shall become part of the SPECIFICATIONS. At the same time of the opening of the proposals, each proposer will be presumed to have read and to be thoroughly familiar with the SPECIFICATIONS (including all Addenda). The failure or omission of any proposer to examine any form,

instrument, or document shall in no way relieve any proposer from any obligation with respect to his/her proposal.

### 3. SUBMISSION OF PROPOSALS

- A. Proposals shall be delivered by email to the attention of Paul Foley, Director of Planning & Economic Development, [pfoley@fairhaven-ma.gov](mailto:pfoley@fairhaven-ma.gov), no later than 2:00 pm, Wednesday, March 30, 2022.
- B. Respondents shall submit separate electronic .pdf files labeled as “Technical Proposal” and “Price Proposal” with their submittal.
- C. The proposer shall submit the proposal with an electronic cover letter of transmittal signed by an authorized official of the firm within the “Technical Proposal”.pdf file.
- D. It is the responsibility of the respondent to confirm actual receipt of the proposal.
- E. The Town reserves the right to reject any proposal deemed not to be in its best interest and waive minor informalities.

Note: Wendy Graves, Interim Town Administrator, is the Procurement Officer for this project.

- F. NOTE: The Town will not be held responsible for premature opening of proposal files that are not properly labeled in accordance with the instruction set forth herein.

### 4. WITHDRAWAL OR MODIFICATION OF PROPOSALS

- A. A proposal may be withdrawn by written request to [pfoley@fairhaven-ma.gov](mailto:pfoley@fairhaven-ma.gov), providing that such request is received prior to time established herein for the opening of Proposals. The Town will not be responsible, however, for the timely receipt of any request for withdrawal in ample time for delivery before the proposal-opening hour.
- B. Modifications to proposals may be submitted prior to the date and time specified for the receipt of proposals.
- C. Similar to the electronic submission process identified above in Section 3, Modifications must also be submitted electronically. Modifications shall be delivered by email to the attention of Paul Foley, Director of Planning & Economic Development at [pfoley@fairhave-ma.gov](mailto:pfoley@fairhave-ma.gov).
- D. Separate electronic .pdf files labeled as “Technical Proposal” and “Price Proposal” for any modifications must be submitted together with an electronic letter of transmittal signed by an authorized official of the firm provided within the “Proposal” .pdf. The file names shall be clearly identified showing whether the modification is to the "Price Proposal" or to the "Technical Proposal."
- E. Modifications may only be comprised of replacement pages and/or insertion pages, together with an index of modifications. All such pages are to be provided electronically within the .pdf file(s) submitted with the Proposal Modification.

## 5. EVALUATION OF PROPOSALS

- A. All proposals shall be received and evaluated in conformance with the requirements of MGL Chapter 30B, 24CFR Part 85 and all policies of the Massachusetts Community Development Block Grant Program.
- B. The evaluation shall be based solely upon the response to the Request for Proposals and the maximum fee allowed for this contract is \$40,500.00 which is comprised of \$40,000.00 for grant administration, and up to \$500 for reimbursable expenses.
- C. The Director of Planning & Economic Development shall review each proposal to determine whether it meets the minimum requirements as set forth in the RFP. Failure of a proposal to meet a minimum requirement will disqualify a vendor's proposal from further consideration. The Director of Planning & Economic Development shall state in writing his reasons for disqualifying any proposal.
- D. After evaluating the minimum requirement technical questions, remaining proposals shall be evaluated based solely on the comparative evaluation criteria specified in this RFP. The Town reserves the right to interview the proposers and add additional value to said interview.
- E. In analyzing responses to the evaluative criteria, the Town shall consider the qualifications and experience of proposers in the determination of the Successful Proposer, and make any investigations deemed relevant to the selection process. The minimum criteria shall be compliance with specifications and criteria set forth therein; attributes of goods or services proposed, investigations into qualifications, prior relevant experience, and past performance. The Town may confirm claims of past experience. The comparative evaluation criteria are set forth in the proposal specifications section of this document.
- F. The contract will be awarded to the most advantageous proposal as determined by the Town. The Town reserves the right, upon basis of such evaluations, to reject the Proposal of any and all Proposers who do not, in its estimation or pass under such evaluations if the investigations indicate that such action is in the Town's best interest

## 6. RIGHT TO REJECT PROPOSALS

The Town reserves the right to reject any or all proposals if it deems it in the public interest to do so and to waive minor technicalities.

## 7. GENERAL CONTRACT INFORMATION

- A. The Town of Fairhaven is exempt from paying any and all otherwise applicable state and federal sales taxes under the following tax-exempt identification number: 046-001-146.
- B. The contract documents are attached.
- C. The Vendor is an independent contractor and is not an agent or employee of the Town of Fairhaven and is not authorized to act on behalf of the Town.

## 8 SPECIFICATIONS FOR SERVICES

The respondent to this Request for Proposals should be prepared to provide grant administration services and management oversight for CDBG activities for the Town of Fairhaven's 2021 CDBG project, Hedge Street Phase 3 Infrastructure Improvements. The program will operate under the supervision of the Fairhaven Office of Planning and Economic Development.

The consultant will provide complete grant administration services associated with HUD/DHCD funding for the grant described above. The consultant hired will work with Town staff, Selectmen, other Town officials, and the engineers or others retained by the Town and will interface with DHCD on behalf of the Town as necessary in close coordination with the Director of Planning & Economic Development. The consultant will provide grant administration, fiscal administration, and other grant administration services to the Town.

The consultant's statement of qualifications should detail the consultant's specific grants administration experience, particularly with DHCD/HUD and infrastructure projects. The statement should include a description of the experience with the following tasks:

- HUD Environmental Review and meeting any grant special conditions
- Grant startup policies and procedures
- Hiring of engineers for CDBG projects
- Massachusetts and HUD engineering and clerk of the works contracting
- Construction bidding and contracting
- Payment and processing of bills
- Reporting relative to HUD national objectives and filing the quarterly CGMS report
- Experience working with Selectmen and Town staff
- HUD Project Close-out procedures
- Satisfying all local, state, and federal regulations as they relate to this activity
- Grant writing experience
- Use of DHCD grant application, management, reimbursement, and reporting protocols and other similar protocols

The consultant is responsible for the oversight of grant activities for the Town of Fairhaven's CDF CDBG-funded program, the Hedge Street Phase 3 Infrastructure Improvements Project, this role includes:

### **GRANT ADMINISTRATION CONSULTANT**

Responsibilities include:

- Oversee CDBG grant activities as outlined in detail in the Town's grant application and supervise grant staff and consultants including administrative assistant, other consultants and coordinate with town staff
- Prepare environmental review and manage permitting process to the extent that the Town has not already completed these tasks
- Initiate, prepare and submit program and budget amendments on behalf of the Town
- Monitor implementation plan and schedule
- Assist with Engineering Services procurement, as needed
- Keep current on all applicable state and federal programs and regulations

- Review, submit and monitor draw down requests; start up and close out of projects
- Prepare contracts with any consultants, including the project engineer
- Review construction bidding and contract documents for compliance
- Oversee work done by the consulting Engineer(s) in regard to budgetary matter
- Review, approve, and submit quarterly reports to the Town
- Review and approve payment requests before submission to Director of Planning & Economic Development for processing
- Monitor all grant activities for compliance with state and federal regulations
- Assists with audits and monitoring visits for the CDBG projects
- Participate in Pre-Construction meeting
- Monitor compliance of Davis Bacon wage rates, review payrolls, and employee interviews.
- Attend preconstruction conference and provide information regarding state and federal construction compliance
- Coordinate punch list inspections with Town staff, contractor, and engineer
- Coordinate final inspection, final payment and project close-out
- Close-out grant with DHCD

**FEES AND EXPENSES**

The consultant’s fee for services is not to exceed \$40,000.00 for administration and will be billed on a periodic basis over the life of the contract. General expenses such as supplies, reproduction and printing materials may be billed for up to the amount of \$500 based upon invoices.

The consultant will submit written reports to the TOWN on the status of the professional services, according to the schedule and dates specified in the Request for Proposals, or at other times as required by an information request or reporting requirement of Mass. CDBG or contained in the application.

The contract period shall be from about April 1, 2022 or the date of DHCD’s contract date with the Town until completion but shall not extend later than July 31, 2023. This contract may be extended with the approval of the Town/and or DHCD.

**ESTIMATED PROJECT TIMELINE**

The FY21 CDBG will run until June 30, 2023, with Hedge Street Phase 3 construction anticipated to be completed by May 2023. The construction timetable assumes environmental clearance by DHCD by the end of March 2022. Dates are subject to change.

<b>PROJECT MILESTONES - Activity</b>	<b>Task Completion</b>	
Grant Award	February	2022
Grant Agreement Signed by DHCD/Town	March	2022
RFPs for Engineering Design Services & Grant Consultant issued	March	2022
Consulting contracts awarded; contracts signed	March	2022
Hedge Street Phase 3 construction bid advertised	April	2022
Hedge Street Phase 3 Construction contract awarded	May	2022
Hedge Street Phase 3 Reconstruction Begins	June	2022
Hedge Street Phase 3 Reconstruction Suspends for Winter	November	2022
Hedge Street Phase 3 Reconstruction Resumes	April	2023
Hedge Street Phase 3 Reconstruction Complete	May	2023
Project Close-out	June	2023
Grant Close-Out	June	2023

All documents prepared for the project shall remain the property of the Town of Fairhaven subject to the specific requirements of the grant.

**TECHNICAL PROPOSAL REQUIREMENTS & EVALUATION:**

The following items must be included in all technical proposals:

1. Key staff members to be assigned with resumes and references for current and recently similar projects. Please include overall experience and any other qualifications.
2. The firm’s experience administering Block Grant projects involving engineering services procurement and infrastructure improvements.
3. Examples of the proposer's similar projects.
4. Description of the background of the firm, including grant administration experience.
5. At least three (3) professional references, including current address and phone number.
6. Experience assisting with developing community consensus on public projects, particularly involving CDBG funding.
7. Complete responses to the minimum evaluation criteria and technical questions as listed below.
8. Attachment A completed, Certificate of Non-Collusion and Certificate of Tax Compliance.
9. Attachment B completed, Corporate Vote Authorizing Bid Submission and Signature of the Contract (if applicable).

**MINIMUM EVALUATION CRITERIA AND TECHNICAL QUESTIONS**

Each proposer shall indicate his/her agreement with each of the following questions. To merit further consideration of a proposal by the Town, proposer must indicate "yes" and comply, where appropriate, with each statement below:

1. Has the proposer conformed in all material respects to the submission requirements as set forth in the RFP?

\_\_\_\_\_ Yes \_\_\_\_\_ No

2. Does the proposer have a minimum of three (3) years' experience with CDBG grant administration?

\_\_\_\_\_ Yes \_\_\_\_\_ No

3. Does the proposer have a minimum of three (3) references for confirmation of quality performance standards?

\_\_\_\_\_ Yes \_\_\_\_\_ No

**COMPARATIVE EVALUATION CRITERIA**

The following section contains an explanation of the comparative evaluation criteria that will be used in measuring the relative merits of each proposal that has met the Minimum Criteria established.

Highly Advantageous - Proposal excels on specific criterion.

Advantageous - Proposal fully meets the evaluation standard that has been specified.

Not Advantageous - Proposal does not fully meet the evaluation standard, is incomplete or unclear, or both.

Unacceptable - Proposal does not meet the specification criterion. **If this rating is assigned by reviewers for any of the evaluation areas listed below, the entire proposal shall be deemed unacceptable and shall be rejected.**

Following the individual ranking for each of the individual comparative criterion, proposals shall receive a composite rating corresponding to the above-listed scale. Ties in the highest composite ranking shall be decided by the Town Administrator's determination regarding which proposal is in the overall best interest of the Town and may not necessarily correspond to the proposal that is later shown to have the lowest apparent cost.

Each proposal shall respond to the following questions. If written on a separate sheet of paper, please repeat the question before indicating your answer.

## 1. EVALUATION OF SCOPE OF SERVICES

The Town places a premium on the proposer's approach to the project and the ability to present a program of services that complies with the required scope of services in a manner that is clear, concise and complete with respect to required activities. Under the section of this RFP entitled, "Specifications for Services", proposers are required to submit a scope of services addressing the administrative requirements of the Town. This scope of services will be used in the evaluation of proposals.

The Town will find it unacceptable if a scope of services section is not included, or is included in an incomplete manner. Proposals that address required items, but only in general or vague terms that do not adequately represent tasks to be performed will be given the rating of not advantageous. Proposals which address all required items in an adequate manner but are unclear in some respects which leave questions on the part of the Town as to key aspects of the manner in which tasks will be performed will be given the rating of advantageous. Proposals that excel in all respects in clearly and concisely addressing all required elements of the scope of services shall be given the rating of highly advantageous.

## 2. EXPERIENCE OF THE FIRM AND ITS MANAGEMENT

The Town places a premium on the experience of the firm in providing grant administration services for projects funded under the Massachusetts CDBG. In evaluating proposals, the Town will consider the experience of firm personnel in this area. Please describe your background and experience with CDBG grant administration, including any past interaction with the Town, and provide the resumes of all personnel to be directly assigned to this project.

The Town shall find it unacceptable if project personnel possess less than three years of experience in CDBG grant administration; three years' experience shall be given the rating of not advantageous;



more than three but less than five years of experience shall be given the rating of advantageous; more than five years of experience shall be given the rating of highly advantageous.

### 3. CDBG GRANT ADMINISTRATION CLIENTS

The Town places a premium on the number of successful projects that the proposer has undertaken which are similar to the Town's current project. Please provide a list of clients for which you currently provide CDBG grant administration services, or for which you have completed projects within the past two-year period. More than three clients who consider your services satisfactory or better shall be given the rating of highly advantageous; three clients who consider your services satisfactory or better shall be given the rating of advantageous; three or more clients not all of whom consider your services satisfactory or better shall be given the rating of not advantageous; having fewer than three clients, or three or more clients who consider your services unsatisfactory shall be given the rating of unacceptable.

Selection shall be subject to additional discussions and/or negotiations at the Town's discretion based on proposals received.

**ATTACHMENT A**  
**CERTIFICATIONS**

***INCLUDED WITH PROPOSAL***

**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 natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals

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Signature

Date

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Typed name

Title

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Name of Business

**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.

Consultant:

By:

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Signature of authorized representative

Title

Date

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**ATTACHMENT B**

**CORPORATE VOTE AUTHORIZING BID SUBMISSION AND SIGNATURE OF THE CONTRACT**

**FILL OUT AND SUBMIT THIS FORM WITH PROPOSAL IF A CORPORATION**

I, \_\_\_\_\_ hereby certify that I am the duly qualified and acting Secretary of \_\_\_\_\_ and further certify that a meeting of the Directors of said company, duly called and held on \_\_\_\_\_, **20\_\_**, at which all members were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower \_\_\_\_\_

of this company, be and (s)he is hereby authorized to submit bids and execute contracts in the name and behalf of said company, and affix its corporate seal thereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of this company shall be valid and binding upon this company.

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

A true copy

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

Place of Business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that I am the Clerk of \_\_\_\_\_ **and that** \_\_\_\_\_ **is the elected** \_\_\_\_\_ **of said company, and** that the above vote has not been amended or rescinded and remains in full force and as of this date.

Clerk of \_\_\_\_\_ (*name of the company*)

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## PRICE PROPOSAL

### *FILL OUT AND SUBMIT THIS FORM WITH YOUR PROPOSAL*

The Consultant will provide grant administration services for the 2021 CDBG Town of Fairhaven Grant for the following fee until the Town and the MA DHCD has closed out the project for a price not to exceed \$ \_\_\_\_\_, and \_\_\_ cents (\$ \_\_\_\_\_).

Detailed Price Proposal:

Compensation for work on the project shall be billed on a monthly basis for work completed during the prior period. Bills shall be in a format approved by the Town and according to the following tasks.

<b>Task</b>	<b>Work</b>	<b>Amount</b>	<b>%</b>
<b>General Administration</b>			
1	Grant Start Up	\$ -	
2	Bidding	-	
3	Construction	-	
5	Grant close out	-	
		-	
Subtotal		\$ -	0%
<b>Expenses</b>		-	
<b>TOTAL FEE</b>		\$ -	

Additional fees for services to be charge per hour:

Signed: \_\_\_\_\_

Position: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

**AGREEMENT**

**BY AND BETWEEN**

**TOWN OF FAIRHAVEN**

**AND**

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THIS AGREEMENT, was made as of the \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the **Town of Fairhaven**, Massachusetts (hereinafter referred to as the MUNICIPALITY) and \_\_\_\_\_ (hereinafter referred to as the CONSULTANT.), having an address at \_\_\_\_\_.

WHEREAS, the MUNICIPALITY of FAIRHAVEN, 40 Center Street, Fairhaven, MA 02719, has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Department of Housing and Community Development (hereinafter referred to as "DHCD"), Massachusetts Community Development Block Grant Program CDFA #14-228 (hereinafter Mass. "CDBG") to undertake the Hedge Street Phase 3 Infrastructure Project, pursuant to the Housing and Community Development Act of 1974 (hereinafter "Act"), as amended, and regulations hereunder, 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 FY21 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 MUNICIPALITYS representative is Mr. Paul Foley, Planning Director, (508) 979-4082, Ext. 122.
4. **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

<u>Quarterly Reports</u>	<u>Quarter Ending</u>	<u>Due Date</u>
No. 1	March 31, 2022	April 5, 2022
No. 2	June 30, 2022	July 5, 2022
No. 3	September 30, 2022	October 5, 2022
No. 4	December 31, 2022	January 5, 2023
No. 5	March 31, 2023	April 5, 2023
No. 6	June 30, 2023	July 5, 2023

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 DHCD.

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 April 1, 2022, and shall be undertaken and completed in sequence as to assure their expeditious completion.

- 6.1 All services required hereunder shall be completed by no later than July 31, 2023.

7. **PAYMENTS AND COMPENSATION:** The MUNICIPALITY will pay the CONSULTANT a Grant Administration fee of \_\_\_\_\_ and general expenses not to exceed \$\_\_\_\_\_, for a total fee and general expenses in the amount not to exceed \$\_\_\_\_\_, based on invoices submitted in a form approved and according to the “Method and Schedule of Compensation,” as 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 submission of final Quarterly Report.
- 8.2 ACCESS TO RECORDS: The CONSULTANT shall make all books, accounts, records, reports, files, and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by the MUNICIPALITY, DHCD, 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 revisions and requirements of this Agreements, 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 Payments”, 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 DHCD 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 Vietnam Era Act (for project 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; and Mass. CDBG regulations, procedures or guidelines; and all other applicable federal and state laws, regulations, guidelines and executive orders.
- 8.5.1 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 or 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 39 M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; the Massachusetts Modular Construction Statute, 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, minority, and women 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 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 DHCD and all its attachments (including, where relevant, Section 4.14, Flood Disaster Protect, 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 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 DHCD.
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. INDEMINIFICATION: 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 or performance or failure to perform this agreement or the negligence or misconduct caused by the CONSULTANT, or the agents or employees.
11. INSURANCE: The CONSULTANT shall at all times during the Contract, maintain in full force and effect: Employer's Liability, Workers' Compensation, Professional Liability Insurance, including contractual liability coverage for the provisions of the Indemnification Section. All insurance shall be by insurers and for policy limits acceptable to MUNICIPALITY, and before commencement of work here under the CONSULTANT agrees to provide the MUNICIPALITY with certificates of insurance or other evidence satisfactory to the MUNICIPALITY to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

“This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation of material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.”

For the purpose of the Contract, the CONSULTANT shall carry the following types of insurance in at least the limits specified below:

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation Employers' Liability	\$1,000,000
General Liability	\$1,000,000 each occurrence
Automobile Liability	\$1,000,000 each occurrence

The MUNICIPALITY shall be named as an additional insured under the liability and automobile insurance. The general liability insurance policy should contain a broad form general liability endorsement.

12. **LICENSES:** The CONSULTANT shall procure and keep current any licenses, certifications, or permits required for any activity to undertake 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.
13. **CONFIDENTIALITY:** The CONSULTANT will protect the privacy of, and respect the confidentiality of information provided by, program participants, the MUNICIPALITY, and DHCD, consistent with applicable federal and Commonwealth laws and regulations, including M.G.L., C. 66A, regarding access to public 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 DHCD, 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 DHCD 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, DHCD, and their authorized representatives and will provide access to any information necessary to respond to the security breach.

14. **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.
15. **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.
16. **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.
17. **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).
18. **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.

19. 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.
20. 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.
21. The following Certificate of Tax Compliance, Certification of Drug-Free Workplace, and EO 481 must be completed and submitted as part of this contract.
22. SEVERABILITY: If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.
23. Incorporated in this contract is the Grant Application for this project that details the administrative responsibilities of the consultant and the Town.
24. GOVERNING LAW: This Agreement is to be governed by the laws of the Commonwealth of Massachusetts.
25. DISPUTE RESOLUTION: All disputes arising under this Agreement shall be resolved through Arbitration subject to the following:
  - a. In the event the CONSULTANT intends to bring a claim under this Agreement, the CONSULTANT shall notify the MUNICIPALITY in writing of its intent to Arbitrate. The MUNICIPALITY may, within 30 days from receipt of such notice, give notice to the Consultant that it rejects arbitration. In the event the MUNICIPALITY rejects arbitration, and the CONSULTANT intends to pursue its claim, the CONSULTANT shall bring suit in the Trial Court for Bristol County, Massachusetts.
  - b. In the event the MUNICIPALITY intends to bring a claim under this Agreement, the MUNICIPALITY may elect to either arbitrate the claim or bring its claim directly in the Trial Court for Bristol County, Massachusetts.
  - c. Unless otherwise agreed in writing by the parties, all arbitration hearings shall be held in Fairhaven and shall be governed by the rules of the "American Arbitration Association".
21. DEBARMENT: The contractor hereby certifies that they are not on the list of debarred contractors maintained by HUD, nor are they debarred from doing business in Massachusetts.

- 22. **REGISTRATION OF FOREIGN CORPORATION:** The Contractor hereby certifies that it meets the registration requirements for foreign corporations, under M.G.L. c. 30, §39L, specifically Northern Ireland or other prohibited nations as detailed by M.G.L., as amended.
- 23. **DRUG FREE WORKPLACE:** The contractor by their signature certifies that it has a drug free workplace and policy.
- 24. **CERTIFICATION OF NON-SEGREGATED FACILITIES:** The contractor by their signature asserts that they have a non-segregated workplace.
- 25. **ATTACHMENTS:** The following are attached and are an integral part of this contract:
  - The firm’s proposal to the Town and the Town. CDBG Application
  - Attachment A - Scope of Services
  - Attachment B - Proposed Fee Schedule
  - Attachment C - Certification
  - Attachment D - HUD Financial Disclosure Form
  - Attachment E – EO 481
  - Attachment F – Company’s Drug Free Policy
  - Attachment G - Insurance Documents provided by the CONSULTANT pursuant to paragraph 11.

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

**For the TOWN:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Town Administrator

**The CONSULTANT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

**Attest to the Availability of Funds:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: Town Accountant

**Attest to the Procurement Method:**

By: \_\_\_\_\_  
Title: Town Procurement Officer

Date: \_\_\_\_\_

**Attest to the Contract as to Form:**

By: \_\_\_\_\_  
Title: Town Attorney

Date: \_\_\_\_\_

**ATTACHMENT A**  
**SPECIFICATIONS FOR SERVICES**

The consultant is responsible for the oversight of grant activities for the Town of Fairhaven's CDF CDBG- funded program, Hedge Street Phase 3 Infrastructure Improvements.

**GRANT ADMINISTRATION CONSULTANT**

Responsibilities include:

- Oversee CDBG grant activities as outlined in detail in the Town's grant application and supervise grant staff and consultants including administrative assistant, other consultants and coordinate with town staff
- Prepare environmental review and manage permitting process to the extent that the Town has not already completed these tasks
- Initiate, prepare and submit program and budget amendments on behalf of the Town
- Monitor implementation plan and schedule
- Assist with Engineering Services procurement, as needed
- Keep current on all applicable state and federal programs and regulations
- Review, submit and monitor draw down requests; start up and close out of projects
- Prepare contracts with any consultants, including the project engineer
- Review construction bidding and contract documents for compliance
- Oversee work done by the consulting Engineer(s) in regard to budgetary matter
- Review, approve, and submit quarterly reports to the Town
- Review and approve payment requests before submission to Director of Planning & Economic Development for processing
- Monitor all grant activities for compliance with state and federal regulations
- Assists with audits and monitoring visits for the CDBG projects
- Participate in Pre-Construction meeting
- Monitor compliance of Davis Bacon wage rates, review payrolls, and employee interviews.
- Attend preconstruction conference and provide information regarding state and federal construction compliance
- Coordinate punch list inspections with Town staff, contractor, and engineer
- Coordinate final inspection, final payment and project close-out
- Close-out grant with DHCD

**ATTACHMENT B**

**SCHEDULE OF PAYMENTS**

Compensation for work on the project shall be billed on a monthly basis for work completed during the prior period. Bills shall be in a format approved by the Town and according to the following tasks:

<b>General Administration</b>		
1	Grant Start Up	\$ -
2	Bidding	-
3	Construction	-
5	Grant close-out	-
		-
<hr/>		
	Subtotal	\$ -
	<b>Expenses</b>	-
<hr/>		
	<b>TOTAL FEE</b>	<b>\$ -</b>

Additional fees for services to be charge per hour:



**ATTACHMENT C**  
**CERTIFICATION**

**CERTIFICATE OF TAX COMPLIANCE**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

\_\_\_\_\_, authorized signatory for \_\_\_\_\_  
*Name of individual* *Name of consultant*

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.

**Consultant**

**By:** \_\_\_\_\_  
**Signature of authorized representative**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**ATTACHMENT D**

**FINANCIAL INTEREST IN PROJECT ASSISTED BY MASSACHUSETTS SMALL CITIES PROGRAM**

APPLICANT:   TOWN of FAIRHAVEN  

DATE: \_\_\_\_\_

Any applicant (city or town government, or sub recipient) to this program which will receive or expects to receive in excess of \$200,000 from funds made available by the federal Department of Housing and Urban Development (HUD), to assist a project or which is expecting to receive less than \$200,000 from HUD but is seeking or receiving other government (federal, state or local) funds to assist a project, must submit this form, and submit updates as financial interests change.

Information on this form is designed to show the level of financial interest in a project (including, but not limited to, equity, shares in profit on resale or any distribution of surplus cash or assets, or compensation for goods or services) of parties in the following categories:

- 1) All developers, contractors, or consultants involved in the application for financial assistance, or in the planning, development, or implementation of the project or activity; and
- 2) All other parties with a financial interest that exceeds \$50,000 or 10% of the assistance (whichever is lower)

A. Alphabetical list of all persons with a reportable financial interest in the project or activity	B. Social Security Number or Employee ID Number	C. Type of Participation in Project/Activity	D. Financial Interest in Project/Activity

- A. Give the last name first (if entity, name of each officer, director, and principal stockholder) and include full address.
- B. Provide for each.
- C. This means the persons' specific role in the project (e.g. contractor, consultant, investor, etc..).
- D. Provide for each.

**Certification**

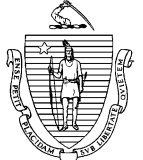
Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of the Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosure of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature \_\_\_\_\_ Date: \_\_\_\_\_  
CHAIR, BOARD OF SELECTMEN

**THE COMMUNITY'S CHIEF ELECTED OFFICIAL MUST SIGN THIS FORM.**

**ATTACHMENT E**

<p><b>COMMONWEALTH OF MASSACHUSETTS</b> <b>EXECUTIVE ORDER 481 - CONTRACTOR CERTIFICATION</b> <b>PROHIBITING THE USE OF UNDOCUMENTED WORKERS ON STATE CONTRACTS</b></p> <p><b>CONTRACTOR LEGAL NAME:</b> <b>CONTRACTOR VENDOR/CUSTOMER CODE:</b></p>	<p>Issued March 2007</p> 
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**INSTRUCTIONS:**

Executive Order 481 applies to all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established. As it is the policy of the Executive Branch to prohibit the use of undocumented workers in connection with the performance of state contracts, all contracts entered into after February 23, 2007 require that contractors, as a condition of receiving Commonwealth funds under any Executive Branch contract, make the following certification:

**CONTRACTOR CERTIFICATION:**

As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

_____	Date: _____
Contractor Authorizing Signature	
_____	
Print Name	
Title: _____	Telephone: _____
Fax: _____	Email: _____

The Contractor is required to sign this Certification only once and may provide a copy of the signed Certification for any contract executed with an Executive Branch Department. A copy of this signed Certification must be attached to the "record copy" of all contracts with this Contractor that are filed with the contracting Department.

**ATTACHMENT F**  
**Certification of Drug-Free Workplace**

The CONTRACTOR certifies that it will or will continue to provide a drug-free workplace by:

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

Establishing an ongoing drug-free awareness program to inform employees about-

The dangers of drug abuse in the workplace;

The contractor's policy of maintaining a drug-free workplace;

Any available drug counseling, rehabilitation and employee assistance programs and;

The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;

Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will-

Abide by the terms of the statement and;

Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

Notifying the Town in writing, within ten calendar days after receiving notice under sub-paragraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Town has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is convicted-

Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended or;

Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency;

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

Signature: \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT G**  
**CONSULTANT'S INSURANCE BINDERS**