

City of Salem, Massachusetts



## Request for Proposals

S-31

### **Consultant Services Housing Program Inspector**

March 3, 2017

**PROPOSALS DUE:**

**Monday, March 20, 2017, 11:00 AM**

\*Late proposals will be rejected

Whitney C. Haskell  
Purchasing Agent  
93 Washington Street, 2<sup>nd</sup> Floor  
Salem, MA 01970  
[whaskell@salem.com](mailto:whaskell@salem.com)  
(978) 619-5695

**REQUEST FOR PROPOSALS**  
**S-31**  
**HOUSING PROGRAM INSPECTOR**  
**COVER SHEET**

Proposer: \_\_\_\_\_

Street Address: \_\_\_\_\_  
(Number and Street) (City) (State) (Zip)

Taxpayer  
Identification No: \_\_\_\_\_  
(Social Security Number) (Federal Identification Number)

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Fax: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

<p><b>REQUEST FOR PROPOSALS</b>  <b>S-31</b>  <b>HOUSING PROGRAM INSPECTOR</b>  <b>CHECKLIST</b></p>
--

**Submissions:**

- Completed Cover Sheet
- Checklist
- Price Proposal Form
- Non-Price Proposal
  - o Signed Certificate of Non-Collusion
  - o Signed Tax Compliance Certification
  - o Signed Certificate as to Corporate Bidder *(if applicable)*
- Acknowledgement of Addenda: \_\_\_\_\_ *(if applicable)*

**Minimum Requirements:**

1.	The consultant must be experienced in housing inspection and/or the construction trade. Minimum combined experience must be three (3) years. This three year experience must have occurred during the last five (5) years.		
2.	Must be a Massachusetts Licensed Home Inspector, Home Improvement Contractor or Building Code Enforcement Official or have similar applicable license.		
3.	The Proposal must be complete, accurate and responsive to the RFP's requirements.		
4.	Evidence of insurance coverage must be satisfactory, including general and professional liability.		

<p><b>REQUEST FOR PROPOSALS</b>  <b>S-31</b>  <b>HOUSING PROGRAM INSPECTOR</b>  <b>PRICE PROPOSAL – PAGE 1</b></p>
--

**Housing Quality Standard Inspection**

The Consultant provides the following price proposal of fixed fee costs:

**Housing Rehabilitation Program**

<b>Task 1</b>	Initial Inspection and report with narrative, summary and photos for each property based on one unit per property	\$ _____
	For each additional unit per property add	\$ _____
<b>Task 2</b>	Work Write-Up for each property based on one unit per property	\$ _____
	For each additional unit per property add	\$ _____
<b>Task 3</b>	Walk-through with contractors based on one unit per property	\$ _____
	For each additional unit per property add	\$ _____
<b>Task 4</b>	Single Periodic Inspection for each property based on one unit per property (typically 2 periodic inspections per project)	\$ _____
	For each additional unit per property add	\$ _____
<b>Task 5</b>	Cost to generate one change order	\$ _____
<b>Task 6</b>	Final Inspection for each property based on one unit per property	\$ _____
	For each additional unit per property add	\$ _____
<b>Task 7</b>	Hourly rate for other tasks performed (with prior approval of the Department of Planning and Community Development)	\$ _____

**First-Time Homebuyer Downpayment Assistance Program**

<b>Task 8</b>	First time homebuyer HQS inspection based on one unit per property	\$ _____
	For each additional unit per property add	\$ _____
<b>Task 9</b>	Cost estimate for code-violation repairs based on one unit per property	\$ _____
	For each additional unit per property add	\$ _____

**REQUEST FOR PROPOSALS**  
**S-31**  
**HOUSING PROGRAM INSPECTOR**  
**PRICE PROPOSAL – PAGE 2**

<b>Sub Total Attachment:</b>		
<b>A.</b>	Based on figures provided above, calculate the total cost for one housing rehabilitation project which includes Tasks 1-6 for a two-unit property, with 2 periodic inspections per unit per property, one change order and a final inspection.	\$
<b>B.</b>	Based on figures provided above, calculate the total cost for one First -Time Homebuyer project, which includes Tasks 8 & 9 for a two-unit property.	\$
<b>C.</b>	Two hours of other work based on Task 7.	\$
<b>TOTAL of A + B + C:</b>		\$
	Cost of required insurance that is being requested to be reimbursed by the City (proof of payment will be required if contract is awarded)	\$
<b>FINAL TOTAL</b>		\$

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
NAME (PRINTED)

\_\_\_\_\_  
DATE

**REQUEST FOR PROPOSALS**  
**S-31**  
**HOUSING PROGRAM INSPECTOR**  
**REQUIRED CERTIFICATIONS**

**FORM A**  
**NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\_\_\_\_\_  
(Signature of authorized individual submitting proposal)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Name of Proposer)

\_\_\_\_\_  
(Date)

**FORM B**  
**TAX COMPLIANCE**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my 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.

\_\_\_\_\_  
(Signature of authorized individual submitting proposal)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Name of Proposer)

\_\_\_\_\_  
(Federal Tax Identification or Social Security Number)

\_\_\_\_\_  
(Date)

**FORM C**  
**CERTIFICATE OF CORPORATE AUTHORITY** *(if applicable):*

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the corporation named as Bidder in the Bid included herein, that \_\_\_\_\_, who signed said Bid on behalf of the Bidder was then \_\_\_\_\_ of said corporation, that I know his signature, that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
(Secretary-Clerk)

\_\_\_\_\_  
(Signature of authorized individual submitting proposal)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Name of Proposer)

\_\_\_\_\_  
(Date)

# PART 1. GENERAL INFORMATION

## 1.1 PROCUREMENT DESCRIPTION

### 1.1.1 INTRODUCTION

The City of Salem's Department of Planning and Community Development (DPCD) is requesting proposals from qualified firms or individuals (Consultants) to undertake the responsibilities of Housing Program Inspector (Consultant). The consultant shall perform specialized office and/or fieldwork for housing rehabilitation projects, which may include lead abatement, and the homebuyer downpayment assistance program, as well as other development and construction projects as assigned. The basic objective is to undertake Housing Quality Standards (HQS) inspections. Work will involve the inspection of assigned properties to identify violations of the Massachusetts Sanitary and Building Code, as well as applicable federal regulations, and the completion of work write-ups and cost estimates.

### 1.1.2. BACKGROUND

The City of Salem is a seaside, historic community located 16 miles North of Boston with approximately 19,700 housing units. Of the total City housing stock, 56.6% was built 1939 or earlier and approximately 78% was built before 1978. Due to potential lead hazards posed by the age of the housing stock, Salem is considered a high-risk community.

Through the U.S. Department of Housing and Urban Development (HUD), the City of Salem is an entitlement recipient of Community Development Block Grant (CDBG) funds and also receives Home Investment Partnership (HOME) funds administered by the North Shore HOME Consortium. The City of Salem's Department of Planning and Community Development (DPCD) administers the Housing Rehabilitation Loan Program, which assists low- and moderate-income households by providing low interest deferred loans to correct code issues and bring homes up to Housing Quality Standards, as well as the First-Time Homebuyer Downpayment Assistance (FTHB) Program that provides funds for downpayment and closing costs for first-time homebuyers. Many of our Housing Rehabilitation Loan Program projects include deleading in the scope of work. The City is also a Local Rehabilitation Agency for MassHousing's Get the Lead Out loan program.

We estimate that 4-9 housing units will undergo housing rehabilitation and/or lead paint abatement each fiscal year through the Housing Rehabilitation Loan Program and approximately 10 households will require an HQS inspection each fiscal year through the FTHB program. Multiple projects may be underway at the same time. Some units may require periodic inspections. The estimate of units is not a commitment by the City to a minimum/maximum number of units.

### 1.2.3 BUDGET

For budgeting purposes, the total cost of the Awarded Contract shall not exceed \$45,000 (budgeted at \$15,000 per year). However, actual compensation will depend upon the type of project and Consultant fee schedule.

Subject to prior approval, the City may reimburse the consultant for up to \$2,000 of the cost of the required insurance coverage.

**1.2 APPLICABLE LAW**

This procurement will be conducted pursuant to M.G.L. ch. 30B, sec. 6.

**1.3 APPROVAL**

Any contract that may result from the procurement shall be subject to the approval of the Mayor of the City of Salem.

**1.4 INCORPORATION BY REFERENCE**

All requirements, specifications, terms and conditions described in this Request for Proposals (RFP) shall be incorporated by reference into any contract that may result.

**1.5 TIME FOR AWARD**

Any contract that may result from the procurement shall be awarded within forty five (45) days after the proposal due date. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the most advantageous proposer.

**1.6 RIGHT TO CANCEL/REJECT**

The City reserves the right to cancel this RFP or reject in whole or in part any and all proposals if the City determines that cancellation or rejection serves the best interests of the City.

**1.7 TAXATION**

Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the proposal pricing.

Copies of the City's tax exempt paperwork shall be available upon request of the selected contractor.

**1.8 OBTAINING THE REQUEST FOR PROPOSALS**

The RFP shall be available beginning, March 3, 2017.

The RFP and related documents shall be available for free download from the City's Purchasing Department website at <http://www.salem.com/purchasing> under "Open Procurements."

Hardcopies of the RFP and related documents may be obtained at the Office of the Purchasing Agent, 93 Washington Street, 2<sup>nd</sup> Floor, Salem, MA 01970, during regular office hours:

Monday-Wednesday: 8:00 AM – 4:00 PM  
Thursday: 8:00 AM – 7:00 PM  
Friday: 8:00 AM – 12:00 PM

## PART 2. INSTRUCTIONS TO PROPOSERS

### 2.1 REQUIREMENTS AND SUBMISSIONS

Below please find a description of the requirements and submissions that must be included as part of a proposal.

#### 2.1.1 PRICE PROPOSAL FORM

Every proposal must include a completed 'Price Proposal Form'. See attached. The price proposal shall be separately sealed and labeled as "Price Proposal".

The total cost of the Awarded Contract shall not exceed \$45,000 (budgeted at \$15,000 per year). The City seeks proposals that demonstrate maximum value and total work to be performed within the funding available. All cost assumptions must be clearly documented in this submittal. There will be no reimbursement for out of pocket expenses, photographs, travel, etc., unless otherwise stated in this RFP. All prices are fixed and are not subject to increase during the period of this contract. The contract is subject to the availability of funds.

#### 2.1.2 NON-PRICE/TECHNICAL PROPOSAL

Each proposal must include a Non-Price/Technical, which shall be separately sealed and labeled as "Non-Price Proposal," containing:

NON-COLLUSION FORM

Every proposal must include a certification of good faith, certifying that the proposal was made in good faith and without collusion or fraud. See 'Non-Collusion Form' attached.

TAX COMPLIANCE FORM

Every proposal must include a written certification that the proposer has complied with all state laws relating to taxes, reporting of employees and contractors, and child support. See 'Tax Compliance Form' attached.

CORPORATE BIDDER FORM

If the proposal is being submitted by a corporation the proposal must include a certification that the individual submitting the bid has been authorized to bind the corporation. See 'Certificate of Corporate Authority' attached.

PLAN OF SERVICES

*Cover Letter*

A cover letter signed by an officer of the firm, binding the firm to all statements made in the proposal is required. Include a primary contact person for the proposal.

The cover letter should be addressed to **City of Salem, Purchasing Department, Ms. Whitney Haskell, 93 Washington Street, 2<sup>nd</sup> Floor, Salem, MA 01970.**

### *Qualifications and Experience*

A description of the history, experience and qualifications of your firm and any proposed subcontractors to perform the Scope of Services. Please provide:

1. Structure of firm, i.e., sole proprietorship, partnership, corporation; Size of firm; Years firm has been in business;
2. Name(s) of principals in firm; Educational and experiential background of principals;
3. Identify the principal and personnel assigned to the project. Submit copies of their licenses, registrations or certifications;
4. List of other similar projects your firm and the staff assigned to the project have undertaken related to CDBG/HOME funded, municipal housing rehabilitation and first-time homebuyer programs, and/or MassHousing's Get the Lead Out program. Demonstrate familiarity with Massachusetts Building Code (through construction trade experience). If any part of the housing rehabilitation process will be subcontracted, please provide the same information for the subcontracting firm;
5. References for 3 similar projects your firm has undertaken with contact information;
6. Listing of all current contracts;
7. List of training courses/sessions attended over the last five years.
8. Listing of any actions taken by any regulatory agency or litigation involving the firm or its agents or employees with respect to any work performed;
9. All insurance that the firm has that would be applicable to the work; and
10. Timeframe for scheduling inspections and issuing Work-Write Ups from time of inspection.

Please include an example of a work write-up that you have generated for a housing rehabilitation program, as well as a Housing Quality Standards (HQS) inspection report that you have generated for a first-time homebuyer program, all noting any Massachusetts Sanitary and Building Code deficiencies.

### *City Resources*

The City will be responsible for:

- Client intake
- Application Approval
- Preparation of program related documents
- Loan closing and loan closing documents
- Processing payments

Please provide a list any additional resources or other assistance, which the proposer needs from the City in order to complete each task in the scope of services.

### *Subcontracting*

If subcontracting is planned, submit name of the firm(s), address contact person(s), phone number(s), names of responsible operating officers, and evidence of any required insurance, permits, and licensing/authorization of proposal documents. Describe relevant experience.

### *General Proposal Appearance*

The name of the proposer and title of the project must appear on the outside front cover of each proposal. Each page of the proposal must be numbered consecutively from the beginning of the proposal, excluding all appended material.

## **2.2 PROPOSAL DELIVERY**

Below please find a description of the manner in which sealed proposals must be submitted. Price and Non-Price proposals must be separately sealed and labeled.

### **2.2.1 DUE DATE AND TIME**

Proposals shall be received by the Office of the Purchasing Agent on or before **Monday, March 20, 2017 at 11:00 AM.**

Any proposal received after that time shall be rejected as non-responsive.

### **2.2.2 ADDRESS**

Sealed proposals shall be delivered to the Office of the Purchasing Agent, 93 Washington Street, 2<sup>nd</sup> Floor, Salem, MA 01970.

Facsimile and email submissions will not be accepted.

### **2.2.3 HOURS OF OPERATION**

Proposals must be delivered during the normal hours of operation of the City of Salem:

Monday-Wednesday:	8:00 AM-4:00 PM
Thursday:	8:00 AM-7:00 PM
Friday:	8:00 AM-12:00 PM

### **2.2.4 COPIES**

Proposers must submit one (1) original and two (2) copies of the proposal.

### **2.2.5 LABELING**

Price and Non-Price proposals must be separately sealed and labeled. Each proposal shall be labeled with (1) the proposal number and title, (2) the proposal due date, (3) the name of the proposer and (4) price or non-price proposal.

## **2.3 SIGNATURES**

A proposal must be signed as follows: 1) if the proposer is an individual, by her/him personally; 2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

## **2.4 QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS**

### **2.4.1 QUESTIONS**

Questions concerning this RFP must be submitted in writing to: Whitney Haskell at whaskell@salem.com at least five (5) days prior to the bid opening date. Written responses will be mailed to all bidders on record as having picked up the RFP.

#### **2.4.2 CHANGES**

If any changes are made to this RFP, addenda will be issued. Addenda will be posted in the Office of the Purchasing Agent, on the website and e-mailed to all proposers on record as having picked up the RFP.

#### **2.4.3 MODIFICATIONS AND WITHDRAWALS**

A proposer may correct, modify, or withdraw a proposals by written notice received by the City of Salem prior to the time and date set the proposal due date.

Modifications must be submitted in a sealed envelope clearly labeled "Modification No. \_\_\_" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the RFP.

After the proposal due date, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the proposer will be allowed to correct them.

#### **2.5 UNFORESEEN OFFICE CLOSURES**

If, at the time of the scheduled due date, 93 Washington Street, 2nd Floor, Salem, MA 01970, is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the due date will be postponed until 2:00 PM on the next normal business day. Proposals will be accepted until that date and time.

## **PART 3. SCOPE OF SERVICES**

### **SCOPE OF SERVICES**

The following outlines a Scope of Services that the Consultant will perform for the DPCD. All housing activities will be carried out in accordance with the following regulations: Lead Safe Housing Rule (24 CFR Part 35); Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X); Community Development Block Grant Entitlement Program (24 CFR 570); HOME Investment Partnerships Program Final Rule (24 CFR Part 92); and the Massachusetts Lead Poisoning Prevention and Control (105 CMR 460.000).

The major tasks that the Consultant will perform will include:

#### **Housing Rehabilitation Program**

1. Conduct an initial inspection noting sanitary and building code violations, as well as a visual inspection for defective paint, and generate an inspection report. Take “before” photographs.
2. If the project will include lead paint abatement, review lead report. Generate a work write-up for each participating property, including any necessary lead removal. Work with property owners to answer any questions regarding the work write-up and make revisions as needed. Prepare cost estimates for units, including related deleading work.
3. Assist with contractor selection process. Coordinate time/date and conduct contractor walk-throughs of property with homeowner. Review construction bids, including related deleading work and compare construction bids with the cost estimate.
4. Be present at start-up meeting with the owner, contractor and housing staff during contractor agreement execution for questions/answers and to discuss start date and completion deadline.
5. Oversee and monitor ongoing housing rehabilitation activities and act as the City liaison between contractor and property owner. Perform periodic inspections and approve requests for payment, obtaining the property owner’s signature ensuring satisfaction with work completed.
6. Generate change orders when necessary.
7. Conduct final inspection of the work and develop punch list, if necessary. Take “after: photographs. Prepare all final paperwork to obtain appropriate sign-offs for payment and project completion.
8. Coordinate, as necessary, with the Housing Lead Paint Inspector (to set up inspection times, finalize work write-ups, review construction bids and/or approve payment requests.

#### **First time Homebuyer Program**

1. Conduct Housing Quality Standards inspections and submit HQS reports to City Housing Staff.

### **TIME OF PERFORMANCE**

Services provided by the Consultant shall start immediately following contract execution and shall end when the contract funds have been fully expended, but no later than one year from the date of the contract. The City of Salem, at its sole discretion, may exercise the option to renew the contract for an additional two years in one year increments. During this time, the DPCD will assign projects to the Consultant as applications are received and approved for eligibility.

1. The consultant must be experienced in housing inspection and/or the construction trade. Minimum combined experience must be three (3) years. This three year experience must have occurred during the last five (5) years.
2. Must be a Massachusetts Licensed Home Inspector, Home Improvement Contractor or Building Code Enforcement Official or have similar applicable license.
3. The Proposal must be complete, accurate and responsive to the RFP’s requirements.
4. Evidence of insurance coverage must be satisfactory, including general and professional liability.

## PART 4. EVALUATION AND SELECTION

### 4.1 MINIMUM REQUIREMENTS

1. The consultant must be experienced in housing inspection and/or the construction trade. Minimum combined experience must be three (3) years. This three year experience must have occurred during the last five (5) years.
2. Must be a Massachusetts Licensed Home Inspector, Home Improvement Contractor or Building Code Enforcement Official or have similar applicable license.
3. The Proposal must be complete, accurate and responsive to the RFP's requirements.
4. Evidence of insurance coverage must be satisfactory, including general and professional liability.

### 4.2 COMPARATIVE CRITERIA

The proposal will be reviewed by the DPCD and ranked upon the following criteria:

1. *General experience –working with municipal housing rehabilitation programs.*

#### ***Highly Advantageous***

Appropriately licensed. Has five or more years experience providing housing inspection services in CDBG or HOME funded municipal housing rehabilitation programs and/or Get the Lead Out funded housing rehabilitation programs in a Massachusetts municipality or State agency within the past 7 years.

#### ***Advantageous***

Appropriately licensed. Has a minimum of 3 years experience providing housing inspection services in CDBG or HOME funded municipal housing rehabilitation programs , and/or Get the Lead Out funded housing rehabilitation programs in a Massachusetts municipality or State agency within the past 5 years.

#### ***Non-Advantageous***

License not similarly applicable and/or has a minimum 3 years experience in the construction trade, but no CDBG, HOME, and/or Get the Lead Out funded housing rehabilitation program experience within the past 5 years and/or the experience is in a non-Massachusetts municipality or State agency.

2. *Housing Quality Standards (HQS) Inspection Report – Working knowledge of current Massachusetts Sanitary and Building Codes and Federal Housing Quality Standards, detail and completeness of example provided.*

#### ***Highly Advantageous***

HQS report is well-organized, very detailed and illustrates abundant knowledge of Massachusetts Sanitary and Building Codes and Federal Housing Quality Standards.

#### ***Advantageous***

HQS report is complete and has ample detail.

#### ***Non Advantageous***

No sample HQS report was provided or sample provided is incomplete, lacks detail or is generally not applicable to a first-time homebuyer program.

3. *Work-Write Up – Working knowledge of current Massachusetts Sanitary and Building Codes and rehabilitation standards, detail and completeness of example provided.*

***Highly Advantageous***

Work-Write Up is well organized, very detailed and illustrates abundant knowledge of Massachusetts Sanitary and Building Codes and rehabilitation standards.

***Advantageous***

Work-Write Up is complete and has ample detail.

***Non-Advantageous***

No sample Work-Write Up was provided or sample provided is incomplete, lacks detail or is generally not applicable to a housing rehabilitation program.

4. *References – Quality of work and timeliness*

***Most Advantageous***

References for providing rehabilitation specialist services in CDBG and/or HOME funded housing rehabilitation programs are of uniformly high quality.

***Advantageous***

References for providing rehabilitation specialist services in CDBG and/or HOME funded housing rehabilitation programs are generally good but with certain qualifications.

***Non-Advantageous***

No references provided for rehabilitation specialist services in CDBG and/or HOME funded housing rehabilitation programs or references have raised questions regarding performance.

**An interview may be scheduled, if deemed necessary.**

#### **4.2 RULE FOR AWARD**

Any contract that may result from this procurement shall be awarded to the responsible and responsive proposer offering the most advantageous proposal, taking into consideration all evaluation criteria described herein, as well as price.

#### **4.3 SELECTION PROCESS**

Following the deadline for receipt of proposals, the Chief Procurement Officer (“CPO”) will open the non-price proposals and prepare a register of proposals submitted. The non-price proposals will be evaluated by an evaluation committee based on the Minimum Requirements and Comparative Criteria contained in this RFP. The evaluation committee shall notify the CPO which proposal was deemed most advantageous. The CPO will then open and evaluate the price proposals, and award the contract to the most advantageous proposal taking into account the evaluation criteria and price.

## **PART 5. TERMS AND CONDITIONS**

### **5.1 TERM OF CONTRACT**

The term any contract that results from this RFP, shall commence upon issuance of the Notice to Proceed and terminate one year from that date, with the option to renew for up to two additional years in one year increments.

### **5.2 ASSIGNMENT AND SUBCONTRACTING**

The selected contractor(s) shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

### **5.3 OWNERSHIP OF MATERIAL**

All rights, titles to and ownership of all data, material, and documentation resulting from this project and/or prepared for the City pursuant to the Awarded Contract shall remain exclusively with the City. The prospective consultant shall be paid for all services as will be specified in the contract.

### **5.4 ACCESS TO RECORDS**

In addition to terms stated elsewhere in the RFP, the City of Salem or any of its duly authorized representatives, shall have access, upon demand, to any books, documents, papers, and records of the successful Consultant which are directly pertinent to the Awarded Contract, for the purposes of making audit examinations, excerpts, and transcriptions. The successful Consultant shall insert identical rights of access for these parties into any subcontractor agreements the successful Consultant enters into under the Awarded Contract. The City of Salem shall reserve this right for the term of the contract and for three (3) years from the date of final payment.

### **5.5 SECTION 3**

This project may be subject to the requirements of Section 3 of the Housing & Urban Development Act of 1968, as amended, 12 USC 170U and the regulations set forth in 24 CFR 135, which is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very low-income persons.

Section 3 Business Concerns are businesses that can provide evidence that they meet one of the following:

- Business is 51% or more owned by Section 3 residents. A Section 3 Resident is 1) a Salem Housing Authority resident; or 2) a Salem resident whose total family income does not exceed 80% of the median income for the area as per the HUD local income limits; or 3) a resident of the Boston Metropolitan Statistical Area whose total family income does not exceed 80% of the median income for the area as per the HUD local income limits.;

- At least 30% of the business's permanent, full-time employees are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents; or
- Business provides evidence of a commitment to award more than 25% of the dollar amount of all subcontracts to businesses that fall within (1) or (2) above.

Any Business Concern seeking to qualify as a Section 3 Business shall demonstrate eligibility by completing the Section 3 Business Affidavit. A Section 3 business shall show that it has the ability to successfully carry out the terms and conditions of the proposed contract -- which shall include, among other factors, a demonstrated history of compliance with public policy requirements, including Section 3.

Whenever two or more equal sealed bids are received by qualified businesses, and one is from a Certified Section 3 Business, the Certified Section 3 Business will receive preference in awarding. If two or more qualified businesses are deemed Highly Advantageous in the Request for Proposals Process, and one is a Section 3 business concern, but their bid price is slightly higher than a non-Section 3 firm, the City of Salem can give preference to the Section 3 business in an effort to meet its numerical goals annually.

For more information, or to obtain a Section 3 Business Affidavit, please contact:  
 Jane A. Guy, Assistant Community Development Director  
 City of Salem Department of Planning and Community Development  
 120 Washington St.  
 Salem, MA 01970  
 978-619-5685; (F) 978-740-0404

## **5.6 CONFLICT OF INTEREST**

The consultant agrees that to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of Chapter 268A of the General Laws concerning conflict of interest. The consultant covenants that it presently has no interest and shall not require any interest, direct or indirect, which would conflict in any manner or degree with the performance under the agreement.

No employee of the City of Salem and no public official who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or have any financial interest, direct or indirect in this agreement or the proceeds thereof.

## **5.7 FAIR PRACTICES**

The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, handicap, veteran status, familial status, sexual orientation or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, gender, age, handicap, veteran status, familial status, sexual orientation or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and selection for training,

including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice setting for the provisions of this non-discrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, age, handicap, veteran status or national origin. The Consultant agrees to comply with the "Governor's Code of Fair Practices" of January 12, 1966, Chapter 151B of the Massachusetts General Laws, as amended and Executive Orders which prohibit discrimination because of race, color, religion, national origin, age, sex, veteran status or handicap.

**5.8 INSURANCE REQUIRMENTS**

<b>Type:</b>	<b>Limit:</b>
Workers' Compensation	Amount prescribed under Massachusetts State Law
Commercial General Liability	Damage to rented premises:100,000/occurrence Medical Expenses: \$5,000/person Personal and Advertising Injury: \$300,000 aggregate General Aggregate: \$300,000 Products and Completed Operations \$300,000 aggregate
Professional Liability/Errors and Omission	\$300,000/claim
Auto Liability	N/A

No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the City of Salem at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the Vendor.

Failure to provide written proof to City and continue in force such insurance as aforesaid shall be deemed a material breach of the contract, and may constitute sufficient grounds for immediate termination of the same.

Subject to prior approval, the City may reimburse the Vendor for up to \$2,000.00 of the cost of the required insurance coverage.

**5.9 INDEMNIFICATION**

Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees.

**5.10 FEDERAL AND STATE LAW**

The selected contractor shall comply with all applicable Federal, State and Local laws and ordinances.

## **5.11 SAMPLE CONTRACT**

See 'Sample Contract' attached.

**SAMPLE CONTRACT**

**CITY OF SALEM  
DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT  
XXXXXXXXXXXXXXXXXXXXXXXXXXXX  
CONTRACT #XXXXX**

This Contract made this XXXX day of XXXXXXX, by and between the City of Salem, a municipal corporation located within the Commonwealth of Massachusetts, 93 Washington Street, Salem, MA 01970 (hereinafter, the “City”), and XXXX a corporation with a business address at 115 Kingston Street, Boston, MA 02111 (hereinafter, the “Vendor”).

Article 1  
Scope of Services

The Vendor shall provide XXXXXXX, in accordance with Request for Qualifications S-13, which is incorporated herein in full. Contract documents shall include said Request for Proposals, Vendor’s proposal dated XXXXXXX, and Insurance Certificates, all of which are incorporated by reference.

Article II  
Term of Contract

This Contract shall become effective upon issuance of the ‘Notice to Proceed’ and terminate no later than XXXXX.

Article III  
Compensation

The City agrees to pay the Vendor XXXXXX (\$XXXXX). The City shall make every effort to make payment within thirty days from receipt and acceptance of a reasonably detailed invoice. The above contract number must be references on all invoices.

Article IV  
Affirmative Action

The parties hereto agree that it shall be a material breach of the contract for the Vendor to engage in any practice which shall violate any provision of the Massachusetts General Laws. Chapter 151B, relative to discrimination or privileges of employment because of race, color, religion, sex, national origin, ancestry, age, sexual orientation or disability.

Article V  
Compliance with Laws

The Vendor shall comply with all Federal, State, and local laws, rules, regulation and orders applicable to the work provided pursuant to this Contract, and shall be responsible for obtaining all necessary licenses, permits and approvals.

Article VI  
Incorporation of G.L.

This Contract shall be considered to include all terms required to be included by the General Laws of the Commonwealth of Massachusetts, as amended, and any other laws as through such terms were set forth in full herein, to the extent that the same are applicable to this Contract and the Vendor.

#### Article VII Independent Contractor

The Vendor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Contract, and shall not be considered an employee or agent of the City for any purpose.

#### Article VIII City's Liability

The City's liability under this Contract shall be to make all payments when they shall become due, and the City shall be under no further obligation or other liability. Nothing in this Contract shall be construed to render the Mayor, City Council or other officer in the City, or their successors in office, personally liable for any obligation under this Contract.

#### Article IX Indemnification

The Vendor shall indemnify and hold harmless the City, its officers, boards, agents and employees, commissions, and committees from any loss, damage, cost, charge, expense or claim for injury to person or property, which may be made as a result of any negligent act, omission or default on the part of the Vendor, or any of its agents or employees, and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the City may retain out of any payments, then or thereafter due to the Vendor, a sufficient amount to protect the City against such claims, costs and expenses.

#### Article X Insurance

A. The Vendor shall obtain and maintain during the term of this Contract the insurance coverage required in the Request for Qualifications

B. All policies shall identify the City as an additional insured (except Workers' Compensation) and shall provide that the City shall receive written notification at least 30 days prior to the effective date of any amendments or cancellation. Certificates evidencing all such coverage shall be provided to the City upon execution of this Contract. Each such certificate shall specifically refer to the Contract and shall state that such insurance is required by the Contract. Failure to provide or to continue in force such insurance shall be deemed a material breach of the Contract and shall be grounds for termination.

#### Article XI Assignment

The Vendor shall not assign, sublet, or otherwise transfer this Contract, in whole or in part, without the prior written consent of the City and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the City.

Article XII  
Inspection and Reports

The City shall have the right, at any time, to inspect the work of the Vendor, including the right enter upon property owned or occupied by the Vendor, whether situation within or beyond the limits of the City. Whenever requested, the Vendor shall immediately furnish to the City full and complete written report of his operation under this Contract in such detail and with such information as the City may request.

Article XIII  
Termination for Cause

If, at any time during the term of this Contract, the City determined that the Vendor has breached the terms of this Contract by negligently or incompletely performing the work, or any part thereof, or by failing to perform the same, to the satisfaction of the City, or by not complying with the direction of the City or its agents, or by otherwise failing to perform this Contract in accordance with all of its terms and provision, the City shall notify the Vendor in writing stating therein the nature of the alleged breach and directing the Vendor to cure such breach within 10 days. The Vendor specifically agrees that it shall indemnify and hold harmless the City as provided in Article IX, from any loss, damage, cost, change, expense or claim arising out of resulting from such breach, regardless of its knowledge or authorization of the actions resulting in the breach. If the Vendor fails to cure said breach within 10 days, the City may, at its election at any time after the expiration of said 10 days, terminate the Contract by giving written notice thereof to the Vendor specifying the effective date of termination. Upon the date so specified, this Contract shall terminate. Such termination shall not prejudice or waive any rights or action which the City may have against the Vendor up to the date of such termination and the Vendor shall be liable to the City for any amount which it may be required to pay in excess of the Contract sum provided herein in order to complete the work specified herein in a timely manner.

Article XIV  
Notice

Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party.

Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

Article XV  
Severability

If any term of condition of the Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both of the parties would be substantially or materially prejudiced.

Article XVI  
Governing Law

The Contract shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Vendor submits to the jurisdiction of any of the appropriate courts for the adjudication of disputes arising out this Contract.

Article XVII  
Entire Agreement

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by written document executed by the parties hereto.

**UTILE, INC.**  
**By:**

**CITY OF SALEM:**  
**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Kimberley Driscoll,  
Mayor

\_\_\_\_\_  
Authorized Officer (print name)

\_\_\_\_\_  
Sarah Stanton,  
Finance Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Tom Daniel,  
Director of Planning and Community  
Development

\_\_\_\_\_  
Whitney Haskell,  
Purchasing Agent

Approved as to form: \_\_\_\_\_  
Elizabeth Rennard, Esq.,  
City Solicitor