

Town Manager
Needham Town Hall
1471 Highland Avenue
Needham, Massachusetts 02492
Telephone 781-455-7500

Acknowledgement of Receipt

Release Date	Monday, October 7, 2013
Bid Title	Affordable Housing Monitoring Services
Bid Number	14GEN102G
Number of Documents	The Bid Package consists of one (1) PDF document.
Pre-Bid Conference	None
Questions Due	2:00 PM Tuesday, October 15, 2013
Proposals Due	11:00 AM Tuesday, October 29, 2013 Kate Fitzpatrick, Town Manager, Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492
Please provide the requested information below as acknowledgment that you have received our bid package noted above. It is recommended that interested bidders complete this acknowledgment and return via Fax to the Town of Needham, Office of the Town Manager at (781) 453-2522 or by mail. Only by doing this, will the Town be able to provide notification of addenda* or answered questions relating to this Bid. Only those companies or individuals shown on the Distribution Register will be sent addenda to this Bid. By completing and returning this acknowledgement will ensure you are recorded on the Distribution Register. Proposals from companies or individuals not acknowledging the addenda may be <u>rejected as not responsive.</u>	
Name of Company or Individual (Print)	
Name / Title of Contact (Print)	
Address (line 1) (Print)	
Address (line 2) (Print)	
Telephone Number	
Fax Number	
E-mail Address (Print)	
Signature	
Date	
* Addenda will be posted to the website. Please check the website for addenda before submitting your bid to the Town. Bidders who access the bid package from the Town's website are responsible for checking the website periodically for any addenda that may be issued by the Town.	

**Affordable Housing Monitoring Services
14GEN102G**

Released: Monday, October 7, 2013



Bidder Presentations
TBD

Deadline for Questions – 2:00 PM Tuesday, October 15, 2013

Proposals Due
11:00 AM Tuesday, October 29, 2013
Kate Fitzpatrick, Town Manager
Town Hall
1471 Highland Avenue
Needham, Massachusetts 02492

(Advertised in the Needham Times issue of October 3, 2013)
(Advertised in Goods and Services October 7, 2013)

Town of Needham
Request for Proposals
Affordable Housing Monitoring Services
14GEN102G

The Town of Needham is accepting sealed proposals from qualified vendors to provide Affordable Housing Compliance Services. Copies of the Request for Proposals (RFP) package will be available beginning Monday, October 7, 2013 online at the Town's web site www.needhamma.gov/bids.aspx or by calling the Town Manager's Office 781-455-7500 between the hours of 8:30 a.m. – 5:00 p.m. Monday - Friday, and will be available until submission deadline. Please refer to the RFP for additional information. Sealed proposals must **submitted no later than 11:00 AM Tuesday, October 29, 2013** to Kate Fitzpatrick, Town Manager, Town of Needham, Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492. LATE BIDS WILL NOT BE ACCEPTED. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

Kate Fitzpatrick
Town Manager
October 7, 2013

Affordable Housing Monitoring Services
14GEN102G
INDEX

Description	Page
Legal Notice	3
Index	4
Procurement In Brief	5
Part 1 Request for Proposal and General Requirements	7
1.01 About Needham	7
1.02 Decision to Use Competitive Sealed Proposals	7
1.03 Quantities	7
1.04 General Contract Terms	7
1.05 Questions regarding the Request for Proposal (RFP)	8
1.06 Information about Changes to the RFP (Addenda)	8
1.07 Bid Deposits and Bonds	8
1.08 Reserved	9
1.09 Payment and Discount Terms, Adjustments for Incomplete or Unacceptable Work	9
1.10 Bid Modifications or Withdrawals	10
1.11 Premature Opening of a Bid	10
1.12 Unexpected Closure or Delays	10
1.13 Late Submissions	10
1.14 Rejection of Proposals	10
1.15 Taxes	10
1.16 Public Records	11
1.17 Conflict of Interest	11
1.18 Other Notices	11
1.19 Pre-Bid Meeting	12
1.20 Tie Bid	12
1.21 Contract Award	12
Part 2 Scope of Services	13
Part 3 Quality Requirements and Selection Process	14
3.01 Quality Requirements	14
3.02 Selection Process	15
Part 4 Submission Requirements	18
Technical Proposal Submission Requirements	18
Price Proposal Submission Requirements	19
How and Where to Send Proposals	20
Part 5 Checklist and Required Forms for Submission	21
• Checklist - Submission	21
• Bidder Information Response	22
• Certificate of Good Faith	24
• Certificate of Compliance with Massachusetts Tax Laws	25
• Professional References	26
• List of Accounts	27
• Certificate of Authority	28
• Bid Price Proposal (3 pages)	29
• Non-Submittal Response Form	32
Specimen Agreement	After page 32

Town of Needham Procurement in Brief		
Primary Procurement Contact	Tatiana Swanson, Finance and Procurement Coordinator Telephone: (781) 455-7500 X 280	
Contract Manager	Kate Fitzpatrick, Town Manager Telephone: (781) 455-7500	
Event	Date	Details
Request for Proposal Title		Affordable Housing Monitoring Services
Contract Number		14GEN102G
Request for Proposal (RFP) Available	Monday, October 7, 2013	Information and details of bidding requirements may be obtained at Office of the Town Manager, Needham Town Hall, Highland Avenue, Needham, Massachusetts 02492, or on-line at the Town's web site http://www.needhamma.gov/bids.aspx
Time and place for pre-bid meeting	NONE	
Proposal Presentation	TBD	Bidders deemed qualified based on the evaluation of the written technical proposals will be required to make a presentation before the Evaluation Committee.
Deadline for Written Questions*	2:00 PM Tuesday, October 15, 2013	By Mail: Office of the Town Manager, Needham Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492 By Fax: Fax 781-453-2522 By Email: tswanson@needhamma.gov Questions are to be clearly labeled as: Affordable Housing Monitoring Services – Questions
Addenda		If any changes are made to this bid, an addendum will be issued. Addenda will be emailed or faxed to all bidders on record as having received the bid package.
When and Where Proposals are Due*	11:00 Tuesday, October 29, 2013 LATE SUBMISSIONS WILL NOT BE CONSIDERED	Kate Fitzpatrick, Town Manager Needham Town Hall 1471 Highland Avenue, Needham, Massachusetts 02492 The bid is to be clearly marked on the outside of the package: Affordable Housing Monitoring Services 14GEN102G
Number of Required Copies		One (1) original and two (2) copies. One (1) Electronic PDF or Thumbdrive version.

Town of Needham Procurement in Brief		
Primary Procurement Contact	Tatiana Swanson, Finance and Procurement Coordinator Telephone: (781) 455-7500 X 280	
Contract Manager	Kate Fitzpatrick, Town Manager Telephone: (781) 455-7500	
Event	Date	Details
Evaluation of Proposals	Completed by November 22, 2013	Evaluation Committee members will independently review the technical proposals.
Bid Opening		Sealed proposals will NOT be publicly opened; a list of submitters will be made available after the submission deadline.
Bid Surety (bond) Requirements		A Bid bond is NOT required
Contract Award**	The contract award should be within thirty (30) days after the submission deadline	Approval of Town Manager and Town Counsel is REQUIRED
Contract Length		This will be a 3 yr(s) contract, starting Upon Executing and ending 3 years from that date.
Upon Award of Contract		
Payment Bond	Will NOT be Required	
Performance Bond	Will NOT be Required	
Insurance	Refer to Contract Terms.	
<p>* Facsimile transmissions for written inquiries must be sent prior to the above date and time deadlines. Any hand delivery or facsimile received after the due date and time will not be addressed. The time/date stamp machine located in the Town Manager's Office will govern for the date and time requirements mentioned in the table above and throughout this document. Please allow enough time for hand delivery or facsimile transmissions.</p> <p>** The Bidder agrees that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the proposals (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b), or (c) occurs first. The time for award may be extended by the Town. The Town reserves the right to change, delay, cancel, or expedite the contract award date. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.</p>		

PART 1 – REQUEST FOR PROPOSAL AND GENERAL REQUIREMENTS

1.01 ABOUT NEEDHAM

The Town of Needham is located in Norfolk County, 10 miles southwest of Boston. It is bordered on the west and northwest by the Town of Wellesley, on the north and northeast by the City of Newton, on the east by the West Roxbury section of the City of Boston, on the southeast by the Town of Dedham, and on the south by the Towns of Westwood and Dover. Needham has a population of 28,886 (2010 Federal Census) and occupies a land area of approximately 12.75 square miles. Established as a town in 1711, Needham is governed by a representative form of town meeting and a five-member Board of Selectmen. The day-to-day management is under the direction of a Town Manager. School affairs are administered by a seven-member School Committee and a Superintendent of Schools. The Town is classified as an economically developed suburb with above average wealth levels and higher education attainment. The Town has an “AAA” credit rating from Standard and Poor’s.

The Town provides a full range of governmental services including police and fire protection, emergency medical services, collection, disposal, and recycling of solid waste, sewers, streets, water services, health and human services, town library, and recreation. The Town also provides public education in grades kindergarten through twelve. The Town operates 1 pre-school, 5 elementary schools (K – 5), 1 six-grade center, 1 middle school (7 - 8), and a senior high school (9 – 12). Technical education is offered to grades nine through twelve by the Minuteman Regional Vocational Technical School District. The total expenditures in the most recent fiscal year exceeded \$120 million.

1.02 DECISION TO USE COMPETITIVE SEALED PROPOSALS

The Chief Procurement Officer (CPO) has determined that in order to select the most advantageous proposal to provide Affordable Housing Monitoring Services for the Town of Needham, comparative judgments of non-price factors will be necessary for which the Town may be willing to pay more. The Town believes that the choice of a firm requires an evaluation of the Proposer’s ability, specific experience and success in the area of affordable housing compliance auditing. The contract will be awarded in accordance with Massachusetts General Laws (MGL) Chapter 30B using the request for proposals procedure.

1.03 QUANTITIES

Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. Any quantities indicated on the Bid Price Form or elsewhere in the bid package are estimates only and are given solely as a basis for the comparison of bids. The Vendor shall have no claim for additional compensation, or refuse to do the work called for, or provide the requested items, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the bid.

1.04 GENERAL CONTRACT TERMS

The successful Bidder must enter into the Form Agreement prepared by the Town (Sample Available Online). In accordance with Massachusetts General Laws, the contract

continuation beyond first year is subject to annual appropriation and/or availability of funding.

The Town may terminate the Contract at any time upon written notice for any reason including its own convenience or for cause, including but not limited to, failure to perform the work required under the contract, failure to document satisfactorily to the Town amounts being charged, failure to have any necessary local, State or Federal licenses and/or permits, failure to pay any and all required taxes, failure to comply with any local, State or Federal regulations pertaining to services to be provided, failure to promptly correct any performance or lack of performance which conflicts with the Town's use, and failure for satisfactory behavior of all staff and management. In the case of a termination for cause, the Town shall give the Contractor a written notice as provided in the Agreement.

1.05 QUESTIONS REGARDING BID

The Bidder shall be satisfied as to the requirements to enable intelligent preparation of your bid. The Bidder shall be familiar with all the Bid material requirements and documents before submitting the bid in order that no misunderstanding shall exist. Bidders shall promptly raise the issue of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents, specifications, services, work site or any other conditions which may apply. No allowance will be made for any claim that the bid is based on incomplete information.

Inquiries concerning any part of this Bid shall be directed to the individual(s) listed under the **Procurement in Brief**. Bidders should note that **oral communications are not binding on the Town and only written responses by the Town will be considered.** All requests/questions must be submitted in writing. Questions may be delivered by hand, fax or email as referenced under the **Procurement in Brief** by the deadline. Questions that may be asked during any pre-bid conference should also be sent in writing in order to receive an official response. Requests properly presented that in the opinion of the Town require interpretation, correction, or change in the Bid Documents will result in an issuance of an Addendum to the Bid Documents. Such Addendum shall subsequently become part of the contract. The Town will forward responses to all persons who are on record as receiving the bid package. Questions received after the due date will not be responded to unless the Town determines it is necessary. Bidders, please allow enough time for hand delivery or facsimile transmissions.

1.06 INFORMATION ABOUT CHANGES TO THE BID (ADDENDA)

In the event that changes/additions are made to this bid, an addendum will be issued to every person (entity) on record as receiving the bid package. Addenda will be emailed, if an email address was not provided, then it will be faxed. If a fax number was not provided, then the addenda will be mailed. **Addenda will also be posted to the website.** Please check back on the website for addendums before submitting your bid to the Town. Bidders may not be notified individually of Addendums.

1.07 BID DEPOSITS AND BONDS

Refer to the Procurement in Brief section to see whether bid deposits, surety, payment and/or performance bonds are required.

If a bid deposit is required, it must be made payable to the TOWN OF NEEDHAM in the form of a bid bond, or cash, or a certified check or a treasurer's check issued by, a responsible

bank or trust company. A bid bond shall be (a) with a surety company qualified to do business in the Commonwealth of Massachusetts and satisfactory to the Town, and (b) conditioned upon the faithful performance by the principal of the agreements contained in the bid. The bid deposit shall be in the amount specified in the request for Bids. Bid deposits of the three (3) lowest bidders will be returned upon the issuance of the contract or bid is cancelled whichever is latter. Bid deposits of all other bidders will be returned within 15 days of the bid opening date.

1.08 RESERVED

1.09 PAYMENT AND DISCOUNT TERMS, ADJUSTMENTS FOR INCOMPLETE OR UNACCEPTABLE WORK

Payment and Discount Terms

Payment terms for the Town of Needham are net 30 days. Indicate discounts, if any, for payments made less than 30 days. The Prompt Payment Discount "Clock" begins at the date of receipt of the invoice, or the date of the receipt of the product or service, whichever occurs later.

The unit bid price shall be the basis for payment for purchased items or services. Payment shall be based on the items or services purchased. Invoicing may be performed after delivery, work has been completed, or monthly, for items or services that have been fulfilled.

Invoices are to itemize charges for labor, equipment, and supplies. The Town will not be responsible for payment of any charges not itemized to the Town's satisfaction. Pre-payment is NOT allowed. Invoices must include the Town's purchase order number. The Purchase Order number may change with each fiscal year.

Invoices for additional services must include the date and times of the work, the type of services performed; the number of hours or units to be charged, and the name of the person who authorized the work. They are to be sent in duplicate directly to the Town's designee for processing and are not to be included on the regular monthly invoice.

Invoices for additional supplies and/or materials must include the quantity, date and times of delivery, a description of the supplies or materials, unit price, shipping and handling charges as applicable, and the name of the person who placed the order. They are to be sent in duplicate directly to the Town's designee for processing and are not to be included on the regular monthly invoice

Adjustments for Incomplete or Unacceptable Work

The Town reserves the right to withhold payment for incomplete or unacceptable work. The Town shall provide notice of any work that is deemed to be incomplete or unacceptable, for which the Vendor shall rectify that condition to the satisfaction of Town. The Town will also reduce the bill for any services deemed unsatisfactory. At no time will penalty assessment be recoverable by the Vendor.

The Vendor shall take all proper precautions to protect Town and private property from damage and/or loss. Should any damage to, and/or loss of, property be caused by the Vendor, the Vendor will be required to make repairs and/or restitution immediately at its expense.

1.10 BID MODIFICATIONS OR WITHDRAWALS

Bids may be corrected, modified, or withdrawn prior to the submission deadline; requests to do so must be received in writing to the Town Manager. After the submission deadline, bids may not be changed. Minor mistakes may be waived by the Town.

1.11 PREMATURE OPENING OF A BID

The Town will not be responsible for the premature opening of any bid not properly identified. The Town may reject bids which are incomplete, not properly endorsed, or signed, or which otherwise are contrary to these instructions.

1.12 UNEXPECTED CLOSURE OR DELAYS

If, at the time of the scheduled bid submission deadline, the designated location for delivery of the bid is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or other the deadline will be postponed until **11:00 a.m.** on the next normal business day (Monday through Friday, excluding Holidays). Bids will be accepted at the same location until that date and time.

1.13 LATE SUBMISSIONS

The Town assumes no responsibility for late submissions due to mail, courier, or delivery problems. LATE BIDS WILL NOT BE CONSIDERED.

1.14 REJECTION OF PROPOSALS

The bid must satisfy all the submission requirements in order to be considered for award. Failure to complete the required forms, answer any questions, or provide the required documentation will be deemed NON-RESPONSIVE and result in rejection of the bid unless the Town determines that such failure constitutes a minor informality that can be corrected without prejudice to other Bidders. A bid may be rejected if the Bidder:

- Fails to adhere to one or more of the provisions established in the bid package;
- Fails to submit its bid by the time or in the format specified herein or to supply the minimum information requested herein;
- Fails to submit its bid to the required address on or before the specified submission deadline;
- Misrepresents its service or provides demonstrably false information in its bid, or fails to provide material information.

1.15 TAXES

Purchases made by the Town are exempt from the payment of all Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the bid prices. If requested, the Town will provide the awarded bidder with a copy of the Certificate of Exemption.

1.16 PUBLIC RECORDS

Under the Massachusetts General Laws, the Town cannot assure the confidentiality of any materials or information that may be submitted by a vendor in response to this Bid. Thus vendors who choose to submit confidential information do so at their own risk. All bids or other materials submitted by the vendor in response to this Bid will be open for inspection by any person and in accordance with Massachusetts General Laws, Chapter 66 (Public Records Law). Any statements reserving any confidentiality or privacy rights in the submitted responses or otherwise inconsistent with these statutes will be void and disregarded. Unless specifically addressed by statute, the Town may charge twenty cents (\$0.20) per page for photocopies, twenty-five cents (\$0.25) per page for microfilm copies and fifty cents (\$0.50) per page for computer printouts. The Town may charge the actual cost of reproducing a copy of a record that is not susceptible to ordinary means of reproduction, such as large computer records or over-sized plans. The Town may charge and recover a fee for the time an employee spends searching, redacting, photocopying and re-filing a record. The Town will provide a written, good faith estimate of the applicable copying, search time and segregation time fees to be incurred prior to complying with a public records request where the total costs are estimated to exceed ten dollars (\$10.00).

All proposals, materials, drawings, plans, etc. shall become the property of the Town and may be considered under the Public Records Law public information.

1.17 CONFLICT OF INTEREST

By execution of a contract with the Town of Needham, the Bidder acknowledges that the Town of Needham is a municipality for the purposes of Massachusetts General Laws, Chapter 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the contractor based on said statute.

1.18 OTHER NOTICES

The consideration of all bids and subsequent selection of the successful applicant shall be made without regard to race, color, sex, age, handicap, religion, political affiliation or national origin.

The Bidder shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws, Chapter 151B).

The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and subcontracts that the successful Bidder may receive or award as a result of this contract.

Any services provided by the Bidder shall be rendered through a professional services contract; the Bidder will not be considered an employee of the Town and will not receive any benefits of an employee.

The Bidder shall comply with Massachusetts General Laws, Chapter 66A if the Bidder becomes a "holder" of "personal data". The Bidder shall also protect the physical security and restrict any access to personal or other Town data in the Bidder's possession, or used by the Bidder in the performance of the Contract, which shall include, but is not limited to the Town's public records, documents, files, software, equipment or systems.

1.19 PRE-BID CONFERENCE

Refer to Procurement in Brief for details, if any.

1.20 TIE BID

In the event that there is a **tie bid** between two (2) responsive and responsible bidders, the award of the contract will be determined by a coin toss. The bidder's whose submission was received earliest shall be assigned "Heads" in the coin toss. In the event that there is a **tie bid** with three (3) or more responsive and responsible bidders, the award shall be made by a draw by lot limited to those bidders. The coin toss/draw by lot shall be scheduled within two (2) business days from when it was determined by the Town to be a tie bid. The bidders involved shall be given an opportunity to attend. The coin toss/drawing shall be witnessed by at least three (3) Town officials. The tie breaker event shall be held at the Needham Town Hall during regular business hours.

1.21 CONTRACT AWARD

The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

The contract will be awarded to the responsive and responsible Bidder providing the most advantageous proposal based on the scope of services, evaluation criteria, references, and price. Although price is a consideration, it will not be the sole determinant for awarding this contract. **The Town will award only a single contract.**

The Town herein declares its express purpose not to award the contract to any Bidder unable to furnish evidence, satisfactory to the Town, that it has sufficient ability, experience, and capital to execute and complete the work in accordance with the contract. If requested, any Bidder may be required to demonstrate financial stability satisfactory to the Town.

The Town Manager is the awarding authority for the contract. Further the contract will not be binding until it has been approved as to form by Town Counsel. Award, payment and performance obligations shall depend on the availability and appropriation of funds.

The Town reserves a period up to forty-five (45) calendar days following the opening of the bids in which to evaluate and award the contract.

Upon bidder selection, the Town of Needham will mail or email the contract to be executed by the Bidder, who will return the required number of copies with the required insurances and bonds. The Town of Needham will then counter-sign the contracts and will return one complete contract to the Bidder. Unless otherwise noted by the Town, the terms and conditions contained therein are **NOT** negotiable.

End of Section

PART 2 – SCOPE OF SERVICES

To assist the reader we have defined the following words when used in this bid package:

1. Awarding Authority: Means the Town Manager of Needham Massachusetts
2. Bidder: Means the person, firm or corporation submitting a bid on these specifications or any part thereof.
3. Firm Price: Means a guarantee against price increases during the life of the contract.
4. Town: Means the Town of Needham, Massachusetts
5. Vendor: Means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.

OVERVIEW

A 350 unit development, Charles River Landing received support from the Board of Selectmen as a Local Initiative Program (LIP) project, and in December 2006 the Board of Appeals granted a Chapter 40B comprehensive permit to the applicant (at the time CFRI/Doherty Second Avenue LLC). In 2007, the Board of Selectmen, the Department of Housing and Community Development (DHCD) and CFRI executed a Regulatory Agreement that was subsequently recorded with the Norfolk County Registry of Deeds. Among other provisions, the Regulatory Agreement requires that at least 25 percent (88) of the apartments will be low or moderate income units. To verify that the affordable housing requirements are being met, the comprehensive permit mandates the project owner (now UDR) to fund a monitoring services agreement and seeks proposals from qualified firms to perform that function.

The Town is seeking sealed proposals for the performance of annual monitoring services to verify compliance with affordable housing restrictions.

The project was subject to comprehensive affordability monitoring in 2011 and 2012. The Town's monitoring agent reported that 84 hours were required for monitoring in 2011 and 162.5 hours were required in 2012. The last audit was performed in October 2012 by Community Opportunities Group, Inc.

The selected bidder will be responsible for the following tasks:

- Coordinate all technical and logistic aspects of the audit.
- Supply the Town with a report of findings and/or deficiencies, as well as all related information leading up to and including resolution of each finding.
- Conduct affordability monitoring services in accordance with the Project's regulatory agreement.
- Provide a report to the Town documenting the project's compliance with low and moderate income and affordable rent requirements.
- Working with property management office and/or its agent, review tenant applications and income certification and recertification to ensure that the correct household limits were used and that the monthly rents were consistent with amounts that DHCD has approved for the project.
- Work with property management office and/or its agent to identify missing documentation and resolve any inconsistencies.
- Work with DHCD to resolve any questions that may arise and to determine whether a waiver may be required.

The Town is asking bidders to propose a work plan for all stages of the audit: planning, audit processes and reporting and follow up.
The awarded bidder must be prepared to complete the first annual audit within 6 months of the contract award, and then yearly thereafter.

PART 3 - QUALITY REQUIREMENTS AND SELECTION PROCESS

3.1 QUALITY REQUIREMENTS

Minimum Experience Qualification: In order to be considered for an award the bidder must show it has the capacity and the experience to meet the needs of the Town. The bidder must be knowledgeable and experienced in all aspects of affordable housing monitoring services and applicable legislature. The bidder must have an excellent reputation and proven track record. The bidder must have a minimum of five (5) years experience providing similar monitoring services to a minimum of at least 2 Massachusetts municipal clients.

In addition to the conditions established hereunder, Bidders must also meet all provisions of the criteria as set forth below in order to qualify for consideration. Any Bidder who does not satisfy this will be rejected as non responsive. All Bidders must submit all necessary client lists, resumes, and other pertinent information in order to evidence levels of experience and competence.

The Bidder must be able document to the satisfaction of the Town that it has the available resources (financial, personnel, equipment, and experience) to provide the services requested under this RFP.

In order for the bidder's proposal to be considered the following minimum requirements must be satisfied.

1. Bidder must be an established firm or corporation, providing financial and/or compliance monitoring and attestation services to private or municipal clients managing affordable housing projects.
2. The company has five years direct experience in auditing housing developments for Affordable Housing regulatory compliance.
3. The company must have direct experience and expertise in providing monitoring services to municipalities relative to Chapter 40B and LIP development projects.
4. The company demonstrates the ability to complete required work within 6 months from contract award.
5. The company must provide proof that it has or can provide all required insurances in the amounts stated in the RFP.
6. Bidder must be able to meet reasonable demands and timelines

3.2 SELECTION PROCESS

A. Comparative Criteria

An Evaluation Committee will review the **technical proposals**. The technical proposals will be evaluated without knowledge of prices. Bidders who submit proposals that meet all of the requirements set forth under Quality Requirements (Section II) and satisfy the Submission Requirements (Section III) will then be judged on Comparative Evaluation Criteria (Section V). The criteria to be utilized for this project are shown below. After the evaluations have been completed a summary will then be submitted to the Chief Procurement Officer (CPO). Qualified Bidders may be required to make a presentation, and discuss their proposal and services with the Evaluation Committee. If necessary, the Town will contact the Bidders in the order that the proposals are received to schedule appointments. If a presentation is required, Bidders who fail to make a presentation **will be deemed non-responsive and therefore the proposal will be rejected**.

The **price proposal** (*which was submitted in a separately sealed envelope*) will be opened by the Chief Procurement Officer after all the presentations have been conducted.

The Chief Procurement Officer will determine the most advantageous proposal, taking into consideration the evaluation of the technical proposals by the Evaluation Committee, the quality of the references, and the price proposals. The Chief Procurement Officer will make an award recommendation to the Town Manager.

Proposals which satisfy the Quality Requirements and complied with the Submission Requirements will be further evaluated based on the criteria listed below. For each criterion, proposals will be assigned a rating of **Highly Advantageous**, **Advantageous**, **Not Advantageous**, or **Unacceptable**. After the Evaluation Committee provides a rating for the individual criteria, the CPO will assign a rating to each proposal. Criteria that will be used for comparative purposes are the following:

Experience Providing Affordable Housing Monitoring	
Highly Advantageous	Bidder has ten (10) or more years experience providing affordable housing monitoring services to municipalities in the Commonwealth of Massachusetts.
Advantageous	Bidder has seven (7) but fewer than ten (10) years experience providing affordable housing monitoring services to municipalities in the Commonwealth of Massachusetts.
Not Advantageous	Bidder has five (5) or more years experience providing affordable housing monitoring services to municipalities in the Commonwealth of Massachusetts.
Unacceptable.	Bidder has less than five (5) years experience providing affordable housing monitoring services to municipalities in the Commonwealth of Massachusetts.

Relevant Experience

Relevant Experience	
Highly Advantageous	Bidder has provided affordable housing monitoring services for ten (10) or more rental housing projects.
Advantageous	Bidder has provided affordable housing monitoring services for five (5) or more rental housing projects.
Not Advantageous	Bidder has provided affordable housing monitoring services for at least one (1) or more rental housing projects.
Unacceptable.	Bidder has not provided affordable housing monitoring services for rental housing projects.

Proposal Narrative	
Highly Advantageous	The narrative demonstrates that the firm understands the requirements of the proposed engagement and its proposed approach would be a very effective method of providing the services required by the Town of Needham.
Advantageous	The narrative demonstrates that the firm understands the requirements of the proposed engagement and its proposed approach would be adequate to meet the requirements of the Town of Needham.
Not Advantageous	The narrative appears to show that the firm's proposed approach may not in all aspects meet the requirements listed in the Scope of Services of the Town of Needham.
Unacceptable	The firm has not submitted a narrative proposal or a review of the narrative finds that, without major revisions to its approach, the firm would not be likely to meet all requirements set forth in the Town's Scope of Services.

B. Bidder Presentation

As part of the evaluation process, the Evaluation Committee **may** require a presentation by Bidders that met the Quality Requirements. Bidders must be prepared to discuss the operations plan and proposed approach to scope of work. The Bidder will also demonstrate how it can meet demands for additional services, and how the operational plan makes it possible to do so. If interviews are requested, any bidder who fails to make a presentation **will be deemed non-responsive and therefore the proposal will be rejected.** A presentation to the Evaluation Committee may be requirement for award of a contract. Bidders that fail to make a presentation will be deemed non-responsive and therefore the proposal will be rejected. In the event that Bidder presentations are required, the following criteria will apply for evaluation:

Presentation	
Highly Advantageous	Bidder who offers an exceptionally creative, well-organized and compelling presentation, and demonstrates an ability to effectively communicate ideas and plans. The Bidder responds to questions with factual clear answers, and follows up on requests for additional information promptly (less than 24 hours).
Advantageous	Bidder who offers a clear well organized oral presentation, and demonstrates their ability to effectively communicate ideas and plans. The Bidder responds to questions with factual clear answers, and follows up on any requests for additional information (within the time frame agreed to at the presentation, usually not more than two business days) so that the Evaluation Committee may complete its evaluation in a timely manner.
Not Advantageous	Bidder who offers an unclear and confusing presentation, and who does not effectively communicate their ideas and plans; or Bidder whose responses to Committee questions were unclear and/or did not follow up on any request for additional information promptly. Failure to provide requested information within the agreed time will be a basis for rejection of the bid.
Unacceptable	Bidder declines to make a presentation

C. Bidder References

Quality of References	
Highly Advantageous	Four clients contacted by the Town, among them at least three municipalities or public entities, commented substantively and positively on their experiences with the Bidder in customer service and product quality and gave the firm a highly positive recommendation.
Advantageous	Three clients contacted by the Town, among them at least two municipalities or public entities, commented substantively and positively on their experiences with the Bidder in customer service and product quality and gave the firm a highly positive recommendation.
Not Advantageous	One client contacted by the Town commented substantively and positively on their experiences with the Bidder in customer service and product quality and gave the firm a highly positive recommendation.
Unacceptable	No client contacted by the Town commented substantively and positively on their experiences with the Bidder in customer service and product quality.

End of Section

PART 4 - SUBMISSION REQUIREMENTS

Technical Proposal Submission Requirements

The **Technical Proposal** shall contain one (1) original and two (2) copies for a total of three (3) copies in a sealed package. The Technical Proposal must clearly be marked: **“Affordable Housing Monitoring Services – TECHNICAL PROPOSAL”**. The Technical Proposal must be signed by an individual authorized to bind the Bidder to the contract.

The **Technical Proposal** must include the following:

Submission Requirements

1. The bid is to be submitted and addressed as follows: Kate Fitzpatrick, Town Manager, Town of Needham, 1471 Highland Ave, Needham, Massachusetts, 02492.
2. The bid is to be clearly marked: **Affordable Housing Monitoring Services 14GEN102G**
3. Bidder should acknowledge all addenda related to this RFP, if any. Failure to acknowledge addenda does not in itself disqualify a bidder; however failure to receive and/or acknowledge any addendum does not relieve the bidder of any changes, conditions, quantities, methods, requirements that may result by the issuance of the addendum. Bidders are encouraged to check the Town's website (www.needhamma.gov/bids.aspx) for addenda before submitting their proposal to the Town.
4. Project Narrative including:
 - a. Brief company history and years of associated experience and the number of clients being served in the same capacity as described in the RFP.
 - b. Implementation plan:
 - i. Clearly identify all planning stages, technical and logistic requirements and features as required in the RFP.
 - ii. Delineate how the bidder proposes to fulfill the Affordable Housing Monitoring Services requirements outlined in this RFP in the timeline described and in a successful manner.
 - iii. Identify key personnel assigned to manage the Town's account to ensure high level of customer support.
 - c. The bidder must disclose all third party/subcontractors that will have a material role in assisting the bidder in the fulfillment of this contract.
5. Bidder must submit a completed **Bidder Information Response** form with the contact information and questions answered.
6. If the bidder has any exceptions to requirements of this RFP (and any subsequent addendum), the bidder must identify and label them **“Exceptions to Bid Provisions”** and must attach the exceptions to the bid proposal. If no exceptions are stated, it will be understood that all general, special, specific, and technical conditions will be complied with, without exception.
7. Bidder must submit a completed **Bid Form** or an exact copy, signed by an individual authorized to negotiate for and contractually bind the Bidder. All prices must be

reflective of all costs for delivery. No price adjustments will be allowed. Fuel surcharges or vehicle surcharges or adjustments will not be allowed.

8. The Bidder must provide a minimum of five (5) professional references of which at least two (2) must be a Massachusetts municipality for which affordable housing monitoring services has been provided and which specifications are reasonably similar to those outlined in this Request for Proposal (RFP). Do not use any previous Town contracts as a source of project reference information. You may use previous Town contracts as a record of your experience only. The Town has provided a **Professional References Form** (form attached) that the bidder may use but is not required to use this form; however, the Bidder is required to provide in whatever format at least the requested information that is stated on the Professional References Form. If any of the requested information is not available the Bidder is to disclose this fact and why.
9. A complete **List of Accounts** (form attached) of Massachusetts municipal and public school clients that the Bidder presently or previously provided monitoring services under contract for a period of thirty (30) days or more since July 1, 2012. Contracts with Massachusetts municipal and school districts are public records and therefore any claim by a Bidder of confidentially will be considered non-responsive.
10. A signed **Certificate of Good Faith**;
11. A completed **Certificate of Compliance with Massachusetts Tax Laws**; (the Town will accept a Certificate of Good Standing issued by the Massachusetts Department of Revenue dated no earlier than 90 days before the due date of the bid to satisfy this requirement).
12. A completed **Certificate of Authority** (attached) or **Corporate Resolution**; if applicable;
13. Proposals must be received and time stamped no later than the deadline stated in the **Procurement in Brief** (Where and When Proposals are Due). LATE BIDS WILL NOT BE CONSIDERED.
14. A **Bid Bond** is not required.
15. Delivery will be at the expense of the Bidder. Any and all damages that may occur due to packaging or shipping will be the sole responsibility of the Bidder.

Price Proposal Submission Requirements

The **Price Proposal** shall contain one (1) original sealed price proposal signed by an individual authorized to bind the Bidder to the contract. The sealed envelope must be clearly marked "**Affordable Housing Monitoring Services – PRICE PROPOSAL**". The price must remain Vendor for ninety (90) calendar days. This form can **NOT** be included with the Technical Proposal by State law and if it is included with the Technical Proposal the bid submission is automatically considered non-responsive.

All Bidders are expected to complete and include in the **Price Proposal** envelope the following:

1. A completed **Bid Price Proposal Form** (form attached) or an exact copy, signed by the individual authorized to negotiate for and contractually bind the Bidder. Failure to fully complete the form, or provide the requested information, or making any alterations will be deemed a **conditional bid** and the proposal will be rejected.
2. The bidder shall submit his/her proposal upon the bid forms supplied within these specifications. The bidder shall specify the unit prices as requested for each bid item. All proposals shall be signed correctly with ink; in order to qualify, the bidder must provide bids for each required item within a section.
3. The Bidder is also to include one (1) electronic version (PDF version on CD or a thumb drive) in a third sealed envelope – The electronic should have both the technical and price proposal copied to it.

How and Where to Send Proposals

Bidders are required to submit: <u>one (1) original and _____ copies of the “Technical Proposal” for a total of _____ and in a separately sealed envelope, one (1) original “Price Proposal”.</u> The Bidder is also to include one (1) electronic version (PDF version on CD or thumb drive) in a third sealed envelope – The electronic version should have both the technical and price proposal copied to it. Sealed Proposals are to be submitted and addressed as follows:		
	Technical Proposal	Price Proposal
Mailing Address	Kate Fitzpatrick, Town Manager Office of the Town Manager – 1 st Floor Town Hall 1471 Highland Avenue Needham, MA 02492	
Please note the envelopes (packages) may be sent in a single envelope (package, box, carton, etc.) provided that all the separate envelopes are individually sealed and clearly marked as noted.		
Proposal Identification on the Outside of the Sealed Envelope	Town of Needham Affordable Housing Monitoring Services TECHNICAL PROPOSAL	Town of Needham Affordable Housing Monitoring Services PRICE PROPOSAL
Proposals Due	Sealed Proposals must be received and time stamped no later than the deadline stated in the Procurement Schedule (Where and When Proposals are Due). LATE PROPOSALS WILL NOT BE ACCEPTED.	
Bid Bond (Bid Deposit)	A Bid Bond is NOT required.	
Delivery will be at the expense of the Bidder. Any and all damages that may occur due to packaging or shipping will be the sole responsibility of the Bidder.		

The Town reserves the right to reject any and all bids as determined to be in the best interest of the Town and to waive minor informalities.

End of Section

PART 5 – CHECKLIST AND REQUIRED FORMS FOR SUBMISSION
Checklist

Company Name: _____

- ☐ Bidder has completed and returned the **Acknowledgement of Receipt** form (via fax or email).
- ☐ Bidder has completed, signed, and enclosed the **Bidder Information Response**
- ☐ Bidder has completed, signed, and enclosed the **Certificate of Good Faith**.
- ☐ Bidder has completed, signed, and enclosed the **Certificate of Compliance with Massachusetts Tax Laws**.
- ☐ Bidder has provided at least five **Professional References** of which at least two (2) or more are Massachusetts municipal or district public school systems references.
- ☐ Bidder has completed and enclosed the **List of Accounts**.
- ☐ Bidder has completed, signed, and enclosed the **Bid Price Proposal** or an exact copy in a **separate sealed envelope** from the Technical Proposal. Inclusion of any price information in the Technical Proposal or any copy thereof shall be cause for rejection of the entire bid.
- ☐ If the bid submission is signed by someone other than the Owner/President of the company, a completed **Certificate of Authority or Corporate Resolution** for the person who signed the proposal or a valid Corporate Resolution stating the individual has the authority to submit the proposal on behalf of the Company and can bind the Company to the contract if awarded.
- ☐ The Bid Security (Bond) enclosed [NOT REQUIRED FOR THIS BID].
- ☐ Bidder acknowledged all addenda, if any
Addendum Number 1 dated _____
Addendum Number 2 dated _____
Addendum Number 3 dated _____
Addendum Number 4 dated _____
Addendum Number 5 dated _____

THIS FORM MUST BE FILED WITH BID SUBMISSION

Bidder Information Response
Affordable Housing Monitoring Services
14GEN102G

Legal Name of the Bidder: _____

Company Name: _____

Company Address: _____

City State Zip: _____

Company Web Address: _____

Company Telephone: _____ Company Fax number: _____

State of Incorporation (Date): _____

If the bidder is a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address.

Company Contacts - Required

Individual Submitting the Bid:

Name: _____ Title: _____

Mailing Address _____

Telephone: _____ Fax number: _____

Email Address: _____

Individual to be contacted about the Bid:

Name: _____ Title: _____

Mailing Address _____

Telephone: _____ Fax number: _____

Email Address: _____

Best Times to Contact: _____

It is the Bidder's responsibility to monitor the email address provided in the Submission for the Bidder's contact person. The TOWN may need to contact the Bidder's contact person with clarification requests or for other reasons. The Town assumes no responsibility if a Bidder's designated email address is not current, or if technical problems, including those with the Bidder's computer, network or internet service provider (ISP), cause e-mail communications between the Bidder and the Town to be lost or rejected by any means including email or spam filtering.

Individual Authorized to Contractually Bind the Company (This will be the individual whose name and title will appear in the contract and will execute the contract if the contract is awarded to the company):

Name: _____ Title: _____

Mailing Address _____

Telephone: _____ Fax number: _____

Email Address: _____

Best Times to Contact: _____

1. Has the proposal been signed by a person legally authorized to commit the Bidder (Company) to contract, if awarded? ☐ Yes ☐ No
2. Is the Bidder prepared to provide the insurances as required? ☐ Yes ☐ No
3. Has the Bidder included written proof in the technical proposal that it will be able to provide the required insurances if awarded the contract? ☐ Yes ☐ No
4. Has the Bidder placed any special conditions or restrictions that called out by the Town in its Request for Proposals? (a yes response may be cause for rejection). ☐ Yes ☐ No
5. Has the Bidder identified any and all exceptions to the Town's specifications and are they included in the submission? ☐ Yes ☐ No
6. Has the bidder requested any changes to the Town's contract? ☐ Yes ☐ No (if yes the changes must be attached to this form).
7. Is the Bidder prepared to execute the Town's contract if awarded? ☐ Yes ☐ No
8. Will the bidder be able to complete the services under this contract by the indicated date? ☐ Yes ☐ No (if no please explain).
9. Has the bidder disclosed all third party/subcontractors that will have a material role in assisting the bidder in the fulfillment of this contract? ☐ Yes ☐ No
10. Can the Bidder (Company) provide, upon request, proof of financial solvency? (The Town may request audited financial statements, financial references, and/or conduct an independent background check – BUT do NOT send any such information until and if requested)? ☐ Yes ☐ No

Signature of the Bidder: _____

Printed Name and Title of Signatory: _____

Date: _____

THIS FORM MUST BE FILED WITH BID SUBMISSION

CERTIFICATE OF GOOD FAITH
Affordable Housing Monitoring Services
14GEN102G

The undersigned hereby certifies that s/he will comply with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30B.

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 individual submitting the bid or proposal

Individual Full Name (Print/Type)

Name of Business (Print/Type)

(Date)

Two Witnesses or Notary

Witness One Signature

Witness Two Signature

Witness One Full Name (Print/Type)

Witness Two Full Name (Print/Type)

Witness One Primary Address

Witness Two Primary Address

OR

Commonwealth of Massachusetts

County of _____

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

☐ as partner for _____, a partnership.

☐ as _____ for _____, a corporation.

☐ as attorney in fact for _____, the principal.

☐ as _____ for _____, (a) (the) _____.

(official signature and seal of notary)

My commission expires: _____

THIS FORM MUST BE COMPLETED AND FILED WITH THE SUBMISSION

CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

**Affordable Housing Monitoring Services
14GEN102G**

Certificate of Good Standing issued by the Massachusetts Department of Revenue dated no earlier than 90 days before the bid submission deadline may be submitted in place of this certificate.

Pursuant to Massachusetts General Laws, chapter 62C, section 49A, the undersigned acting on behalf of the Bidder*, certify under the penalties of perjury that to my best knowledge and belief, the Bidder* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and Bidders, and withholding and remitting child support.

Individual

Signature

Date

Name (please type or print)

Social Security Number

Corporate

Corporate Name (please type or print)

Signature of Corporate Officer

Date

Name of Corporate Officer (please type or print)

Title (please type or print)

Taxpayer Identification Number

** As used in this certification, the word "Bidder" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals*

THIS FORM MUST BE FILED WITH BID SUBMISSION

Professional Reference
Affordable Housing Monitoring Services
14GEN102G

Customer: _____

Is this a Municipality or Government entity? ☐ Yes ☐ No

Primary Contact: _____ Title: _____

Mailing address _____

Telephone: _____ Fax number: _____

Email address: _____

Period of Service: _____ through _____

Description of Services Provided: _____

Customer: _____

Is this a Municipality or Government entity? ☐ Yes ☐ No

Primary Contact: _____ Title: _____

Mailing address _____

Telephone: _____ Fax number: _____

Email address: _____

Period of Service: _____ through _____

Description of Services Provided: _____

(Make as many copies as necessary, a minimum of five (5) references required)

**THIS FORM OR SUBSTITUTE WITH THE REQUESTED INFORMATION MUST
BE FILED WITH BID SUBMISSION**

List of Accounts
Since July 1, 2012
(Current and past clients for which Affordable Housing Monitoring services have been provided)
Affordable Housing Monitoring Services
14GEN102G

	Community/District	Beginning	and	End Dates
01.	_____	_____	_____	_____
02.	_____	_____	_____	_____
03.	_____	_____	_____	_____
04.	_____	_____	_____	_____
05.	_____	_____	_____	_____
06.	_____	_____	_____	_____
07.	_____	_____	_____	_____
08.	_____	_____	_____	_____
09.	_____	_____	_____	_____
10.	_____	_____	_____	_____
11.	_____	_____	_____	_____
12.	_____	_____	_____	_____
13.	_____	_____	_____	_____
14.	_____	_____	_____	_____
15.	_____	_____	_____	_____
16.	_____	_____	_____	_____
17.	_____	_____	_____	_____
18.	_____	_____	_____	_____
19.	_____	_____	_____	_____
20.	_____	_____	_____	_____

THIS FORM OR SUBSITUTE WITH THE REQUESTED INFORMATION MUST BE
FILED WITH BID SUBMISSION

CERTIFICATE OF AUTHORITY

1. I hereby certify that I am the Clerk/Secretary of _____
(Insert full name of Corporation)
2. corporation, and that _____
(Insert the name of officer who signed the **contract and bonds**)
3. is the duly elected _____
(Insert the title of the officer in line 2)
4. of said corporation, and that on _____
(The date must be **ON OR BEFORE** the date the officer signed the **contract and bonds**.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(Insert **name** from line 2) (Insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ AFFIX CORPORATE
(Signature of **Clerk or Secretary**)* SEAL HERE
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(Insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds**.)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

Bid Price Proposal Form
Affordable Housing Monitoring Services
RFP 14GEN102G
(Bid Price Proposal Form Consists of Three Pages)

The **Bid Price Proposal Form** or an exact copy is to be signed by the individual authorized to negotiate for and contractually bind the company. Failure to fully complete the form, provide the requested information, or make any alterations will be considered a **conditional bid** and the proposal will be **rejected**.

Procedures under this bid require separate and confidential price submission. The envelope must be sealed and clearly marked "**Affordable Housing Consultant - PRICE PROPOSAL**"

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the Town for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

Bidder Name: _____

Price Proposal

The undersigned proposes to provide the **Affordable Housing Monitoring Services** in accordance with the accompanying requirements provided by the Town of Needham dated **October 7, 2013** and any addenda as may be issued by the Town and provided to the undersigned prior to the opening of the bids. In the event that the numeric price and the written price differ, the written price shall prevail.

Affordable Housing Monitoring Services	
Lump sum rate for Affordable Housing Monitoring Services – Year 1	\$
Lump sum rate for Affordable Housing Monitoring Services – Year 2	\$
Lump sum rate for Affordable Housing Monitoring Services – Year 3	\$
TOTAL FOR 3 YEAR CONTRACT (Year 1+ Year 2+ Year 3 totals)	\$
In Words:	

Please explain how you arrived at your amount			
Please fill in your Staff's HOURLY charges according to Title You must include all rates for Staff that may participate in this contract, should the contract be awarded to your firm*			
Rate Type	Hourly Rate	Estimated Hours	Total
(Example) Project Manager	\$ 75.00	85	\$6,375
			\$
			\$
			\$
			\$
			\$
<p>* The number of hours for calculating the contract value must not exceed 120 hours. The Town is not making any assurance as to a minimum number of billable hours that the consultant will earn. The Town will only pay for actual services provided.</p>			
Hourly rates are to remain constant during the contract period.			

Bidder Acknowledges Addenda# _____

The undersigned agrees that, if selected as vendor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Town, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30B.

The undersigned further certifies under the penalties of perjury that this proposal is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this subsection, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, group of individuals, or legal entity.

(Name of Company)

BY:

(Signature)

(Printed Name and Title of Signatory)

Business Address

(City, State Zip)

(Telephone)

(FAX)

(Email Address)

(Place and Date When the Business was Organized)

If incorporated, identify the State of Incorporation and Date.

STATE OF INCORPORATION (DATE) ()

* attach certificate of authority, if applicable

If the bidder is a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

(Date this bid was submitted)

End of Bid Price Form

Non-Submittal Response Form
Affordable Housing Monitoring Services
14NEE040G

NOTE TO BIDDER: If your company's response is a "non-submittal", the Town of Needham is interested in the reason for such response since Town desires to ensure that the procurement process is fair, open, and attracts maximum participation from interested companies. We therefore, appreciate your responses to this non-submittal response form.

Please complete and fax this form to: 781-449-4569

Please indicate your reason for responding with a "non-submittal":

- ☐ We were unable to meet requirements for this procurement.
- ☐ We were unable to provide the goods or services requested in this procurement.
- ☐ We were unable to meet time frame established for start and or completion of project.
- ☐ We obtained the bid package too late in order to evaluate and submit a bid.

Received on: _____

- ☐ Other (Please explain): _____

Company Name: _____

Company Address: _____

Telephone: _____ Fax number: _____

Email Address: _____

Primary Contact: _____ Title: _____

Date: _____

SHORT FORM AGREEMENT
M.G.L. 30B
Contract #**enter contract number**

THIS AGREEMENT for **enter description** (hereinafter the "Project") is made the _____ day of **enter month**, 201____, by and between **enter name of company** a corporation (*or partnership, etc.*) organized under the laws of the Commonwealth of Massachusetts (*or the State of _____*), with a usual place of business at **enter legal address**, hereinafter called the **Contractor**, and the Town of Needham, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, acting through its Town Manager, hereinafter referred to as the **Town**.

WITNESSETH that the **Contractor** and the **Town**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. AGREEMENT DOCUMENTS

The Agreement consists of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

1. This Agreement;
2. The Invitation For Bids, Bid Specifications, Request For Proposals Or Purchase Description;
3. The **Contractor's** Bid dated **enter date**;
4. Drawings required for the Project, if applicable and
5. Copies of all required bonds, certificates of insurance and licenses required under the contract;

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this agreement must be in writing and signed by an official with the authority to bind the **Town**.

ARTICLE 2. SCOPE OF THE WORK

The **Contractor** shall furnish all supplies, materials and equipment, and perform all labor, services and work shown on the Agreement documents, and the **Contractor** agrees to do everything required by this Agreement and the documents.

ARTICLE 3. TERM OF AGREEMENT

The work to be performed under this Agreement shall be commenced immediately and shall be entirely completed by _____. The Contractor hereby agrees that if he fails to carry on the work with reasonable speed or stops work altogether without due cause, as determined in each case by the Town, the Town may give notice to the Contractor in writing to proceed with the work or to carry on the work more speedily. Three days after the presentation of such notice if the work is not proceeding to the satisfaction of the Town, the Contractor shall be considered to have defaulted in the performance of this Agreement.

-- or --

This Agreement shall be for a term of _____ year(s), commencing on _____, 201____ and ending on _____, 201____, unless sooner completed and subject to annual appropriation. This Agreement shall not be renewed or extended unless provisions for renewal or extension were contained in the Request for Proposals, in which event the Agreement may be extended or renewed at the sole option of the Town, and upon the terms described therein.

Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in an Agreement, the effective start date of performance under an Agreement shall be the date a Contract has been executed by an authorized signatory of the **Contractor** and the **Town**, or a later date specified in the Agreement or the date of any approvals required by law or regulation, whichever is later.

ARTICLE 4. THE AGREEMENT SUM

The **Town** shall pay the **Contractor** for the performance of this Agreement a sum NOT TO EXCEED \$**enter dollar amount figure** (enter amount in words dollars), including all reimbursable expenses.

ARTICLE 5. PAYMENT

The **Town** shall make payment as follows:

- a. The **Town** shall make payment thirty (30) after receipt of an invoice for work performed or materials supplied the previous month.
- b. With any invoice the **Contractor** shall submit evidence satisfactory to the **Town** that the goods or supplies have been delivered, or that the work has been completed and that all payrolls, material bills and other indebtedness connected with the work has been paid. The billings shall include, if applicable, all charges for consultants, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above-listed services.
- c. If for any reason the **Town** makes a payment under this Agreement in error, the Town may recover the amount overpaid or, if applicable, may apply any overpayment to a future installment payment.
- d. The Town is not responsible for payment of invoices sent to an address other than specified at the end of this Article. **Furthermore the Town is not responsible for any Invoice that does not reference the Town's Purchase Order number that encumbered the funds to pay for services provided under this Agreement.**
- e. Invoices for services procured under this Agreement are to be sent to: **Attn: manager, title address**

ARTICLE 6. PROMPT PAYMENT DISCOUNTS

The **Contractor** will allow a Prompt Payment Discount for payment made by the **Town** within the number of days from the date of receipt of the invoice, or the date of the receipt of the product or service, whichever occurs later as follows:

Prompt Payment Discount %	Payment Issue Date w/in
Enter percent%	Enter days Days

ARTICLE 7. TAX EXEMPT STATUS

The **Town** represents that it is exempt from federal excise, state, and local taxes, and that sales to it are exempted from Massachusetts sales and use tax. If in the future the **Town** becomes subject to any such taxes, the **Town** shall reimburse the **Contractor** for the tax paid by the **Contractor** on behalf of the **Town**. Any other taxes imposed on the **Contractor** shall be borne solely by the **Contractor**.

ARTICLE 8. NONPERFORMANCE

In the case of any default on the part of the **Contractor** with respect to any of the terms of this Agreement, the **Town** shall give written notice thereof, and if said default is not made good within such time as the **Town** shall specify in writing, the **Town** shall notify the **Contractor** in writing that there has been a breach of the Agreement and thereafter the **Town** shall have the right to terminate this Agreement and secure the completion of the work remaining to be done on such terms and in such manner as the **Town** shall determine, and the **Contractor** shall pay for the completion of such work and reimburse the **Town** for all expenses incurred by reason of said breach. The **Contractor** in case of such breach shall be entitled to receive payment only for work completed satisfactorily prior to said breach, so long as the total paid hereunder does not exceed the Agreement sum, and the amount of any balance due the **Contractor** shall be determined by the **Town** and certified to the **Contractor**.

ARTICLE 9. TERMINATION

In addition to the provisions of Article 8, the **Town** shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of the Agreement after the first year.

The **Town** shall also have the right to immediate termination:

- a. any material misrepresentation made by the **Contractor**.
- b. any failure by the **Contractor** to perform any of its obligations under this Agreement including, but not limited to, the following:
 - i. failure to commence performance of this Agreement at the time specified in this Agreement due to a reason or circumstance within the **Contractor's** reasonable control;
 - ii. failure to perform this Agreement with sufficient personnel and equipment or with sufficient material to ensure the completion of this Agreement within the specified time due to a reason or circumstance within the **Contractor's** reasonable control;
 - iii. failure to perform this Agreement in a manner reasonably satisfactory to the **Town**;
 - iv. failure to promptly re-perform within reasonable time the services that were rejected by the **Town** as erroneous or unsatisfactory
 - v. discontinuance of the services for reasons not beyond the **Contractor's** reasonable control;
 - vi. failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance and nondiscrimination; and

- vii. any other acts specifically and expressly stated in this Agreement as constituting a basis for termination of this Agreement.

The **Contractor** shall have the right to terminate this Agreement if the **Town** fails to make payment within 45 days after it is due.

ARTICLE 10. EMPLOY COMPETENT PEOPLE

The **Contractor** shall employ only competent people to do the work. Whenever the **Town** shall notify the **Contractor** in writing that any person under the **Contractor's** employ is, in the **Town's** opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, or not employed in accordance with the provisions of this Agreement, such person shall be discharged from the work and shall not again be employed on the Project, except with the consent of the **Town**.

ARTICLE 11. CHANGE IN SCOPE OF SERVICES

If this Agreement is pursuant to M.G.L. Ch. 30B, the **Town** may increase the quantity of supplies or services or both specified in this Agreement provided:

- a. the unit prices remain the same or less;
- b. the procurement officer has specified in writing that an increase is necessary to fulfill the actual needs of the *Town* and is more economical and practical than awarding another contract;
- c. the **Town** and **Contractor** agree to the increase in writing;
- d. the increase in the total Agreement price does not exceed 25 percent but a Agreement for the purchase of gasoline, special fuel, fuel oil, road salt or other ice and snow control supplies shall not be subject to this limit; and
- e. the **Town**, with the agreement of the **Contractor**, may reduce the unit price for supplies or services or both specified in an Agreement to be paid by the **Town** at any time during the term of the Agreement or when an option to renew, extend or purchase is exercised.

ARTICLE 12. NOTICE

All notices required to be given under this Agreement shall be given in writing and shall be effective upon receipt by hand delivery or certified mail to:

The Town of Needham: Kate Fitzpatrick
 Town Manager
 Town Hall
 1471 Highland Avenue
 Needham, Massachusetts 02492

The Contractor: Enter Name
 Enter Title
 Enter Company Name
 Enter Address
 Enter City, State Zip

ARTICLE 13. INSURANCE

- a. The **Contractor** shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the **Town** in connection with any operations included in this Agreement, and shall have the **Town** as an additional insured on the **Contractor's** liability policies, as noted in the RFP. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and \$1,000,000 per occurrence and \$2,000,000 aggregate for property damage liability. Motor vehicle coverage shall include coverage for owned, hired and non-owned vehicles and shall be in the amount of at least \$1,000,000 per person and \$2,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability.
- b. In the event this Agreement is for professional services, the **Contractor** shall carry professional malpractice or Errors and Omissions liability insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, with a maximum deductible of \$ **25,000**.
- c. All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Agreement is completed and accepted by the **Town**. Since this insurance is normally written on a year-to-year basis, the **Contractor** shall notify the **Town** should coverage become unavailable or if its policy should change.
- d. The **Contractor** shall, before commencing performance of this contract, provide for the payment of compensation and the furnishing of other benefits by an insurance company duly licensed to do business in accordance with Massachusetts General Laws, Chapter 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and effect during the term of the contract.
- e. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the contract. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the **Town** at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

ARTICLE 14. INDEMNIFICATION

The **Contractor** shall indemnify, defend, and save harmless the **Town** and all of the **Town's** officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the **Town** or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the **Contractor**, its subcontractors and its and their agents or employees in the performance of the work covered by the Agreement and/or failure to comply with terms and conditions of the Agreement, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by the Agreement and to the extent such injuries or damages are not covered by the **Town's** insurance. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the **Contractor** under the Agreement.

ARTICLE 15. CORI CERTIFICATION

Services Do Require a CORI check

Services Do Not Require a CORI check

If the above certification is checked "Services Do require CORI check," the **Contractor** hereby acknowledges the right of the **Town** to conduct a criminal background check on all individuals providing such services under this contract, in accordance with state law.

In accordance with G.L. c. 6, §§ 167-178B, the Town may request and obtain all available criminal offender record information (CORI) from the Criminal History Systems Board on any of **Contractor's** employees who may have unsupervised contact with children, the disabled, or the elderly during the performance of their work under this Contract. The Town's assessment of CORI records is based on regulations issued by the Executive Office of Health and Human Services, 101 C.M.R. 15.00-15.17.

Pursuant to G.L. c. 6, §§ 178C-178P, the **Contractor** also authorizes the **Town** to use local and national sexual offender registry information (SORI) to determine if any of the Contractor's employees pose an unreasonable risk to children, the disabled, or the elderly during the performance of their work under this Agreement.

ARTICLE 16. MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials and equipment incorporated in the work under the Agreement shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

ARTICLE 17. GUARANTEE OF WORK

- a. Except as otherwise specified, all work shall be guaranteed by the **Contractor** against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the Contract.
- b. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the **Town** are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the **Contractor** shall, promptly upon receipt of notice from the **Town** and at its own expense:
 - i. Make goods and services conform to this Agreement;
 - ii. Make good all damage to the **Town**, or equipment or contents thereof, which, in the opinion of the **Town**, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and
 - iii. Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

ARTICLE 18. USE OF CONTRACTOR'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

- a. All Drawings, Specifications, and other documents (including sketches, computations, test data, survey results, photographs, renderings, models, and other material peculiar to the Services) prepared by the **Contractor** or **Contractor's** Consultants shall become the property of the **Town** upon payment of sums due under the contract. The **Town** acknowledges the copyright of the **Contractor** and the **Contractor's** Consultants.

- b. The **Town** may use the Drawings, Specifications and such other documents prepared by the **Contractor** or the **Contractor's** Consultants as needed for the construction, maintenance, repair, or modification of the **Project**.
- c. The **Town** shall hold the **Contractor** and the **Contractor's** Consultants harmless and release from any claims arising out of any use of or changes to the documents made by the **Town** or his representatives during any other construction not a part of this contract.
- d. Pursuant to Massachusetts General Laws, Chapter 7 Section 38H, paragraph (j), **Contractor** shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by **Contractor** in the preparation of the bid documents, as reasonable determined by **Town**.

ARTICLE 19. GOVERNING LAW

This Agreement and performance hereunder are governed in all respects by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

ARTICLE 20. CONSENT TO VENUE

- a. The **Contractor** agrees that it shall commence and litigate all legal actions or proceedings arising in connection with this Agreement exclusively in the Dedham District Court or in the Norfolk Superior Court, both of which are located in the County of Norfolk, Commonwealth of Massachusetts. The aforementioned choice of venue is intended to be mandatory and not permissive in nature, thereby precluding the possibility of litigation commenced by the **Contractor**, with respect to or arising out of this Agreement, in any court or forum other than those specified in this paragraph.
- b. It is further agreed that the parties to this Agreement hereby waive their rights to a jury trial.
- c. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or objection to venue with respect to any proceeding brought in accordance with this Article and stipulates that the Norfolk Division of the Superior Court Department of the Massachusetts Trial Court shall have in personam jurisdiction and venue over each of them for the purposes of litigating any dispute, controversy, or proceeding out of or related to this Agreement. In the event the **Contractor** commences suit or other proceeding in any other court or forum, it agrees to immediately dismiss its suit or other proceeding and if it fails to do so and the Town acts to dismiss or otherwise dispose of the suit, the **Contractor** shall dismiss its suit and be liable to the **Town** for the reasonable legal fees and costs needed to have the matter dismissed.
- d. The **Contractor** hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by these paragraphs by postage prepaid, registered mail, return receipt requested, to its address as set forth in this Agreement.

- e. The **Contractor** shall not enter into any agreement with or employ the services of any subcontractor unless the agreement with the subcontractor provides that the subcontractor is subject to and will comply with the provisions of this Article.

ARTICLE 21. WORK PRODUCT

Upon payment of all amounts due under this Agreement, the **Town** shall become the owner of all work product, specifications, plans, maps, data, conclusions, computations and electronic data created under this Agreement. The **Town** agrees that the information contained therein was produced specifically for this Agreement and agrees to hold the **Contractor** harmless from any liability of the **Town's** use of these documents in any future project not directly related to the subject matter of this Agreement. Prior to engaging the services of any Subcontractor the **Contractor** shall provide to the **Town** a writing from the Subcontractor that he assents to this Work Product Article.

ARTICLE 22. SUBCONTRACTING

The **Contractor** shall not subcontract any of the work, which it is required to perform under this Agreement to any corporation, entity or person without the prior written approval of the **Town**.

ARTICLE 23. INDEPENDENT CONTRACTOR

All of the services to be performed under the terms of this Agreement will be rendered by the **Contractor** as an independent contractor. None of the terms of this Agreement shall create a principle-agent, master-servant or employer-employee relationship between the **Town** and the **Contractor**.

ARTICLE 24. BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the **Town** and the **Contractor** and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the **Town** and the **Contractor**. Neither the **Town** nor the **Contractor** shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

ARTICLE 25. PREVAILING WAGE RATES

If the work under this Agreement involves the construction of public works the **Contractor** agrees to pay the prevailing wage and comply with Massachusetts General Laws, Chapter. 149, §§ 26 - 27D and a Statement of Compliance is included in the Contract Documents. Pursuant to Massachusetts General Laws, Chapter. 149 §§ 26 & 27B, the **Contractor** (and every Subcontractor) shall file weekly certified payroll records with the **Town** for all employees who have worked on the Project. The **Town** and the **Contractor** must preserve said records for a period of not less than three years.

ARTICLE 26. CONFLICT OF INTEREST

By execution of this Agreement with the **Town**, the **Contractor** acknowledges that the **Town** is a municipality for the purposes of Massachusetts General Law Chapter 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the **Contractor** based on said statute.

ARTICLE 27. CONFIDENTIALITY

The **Contractor** shall comply with Massachusetts General Law Chapter 66A if the **Contractor** becomes a "holder" of "personal data". The **Contractor** shall also protect the physical security and restrict any access to personal or other **Town** data in the **Contractor's** possession, or used by the **Contractor** in the performance of this Contract, which shall include, but is not limited to the **Town's** public records, documents, files, software, equipment or systems.

ARTICLE 28. RECORD-KEEPING AND RETENTION, INSPECTION OF RECORDS.

The **Contractor** shall maintain records, books, files and other data as specified in the Contract and in such detail as shall properly substantiate claims for payment under the Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under the Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The **Town** shall have access during the **Contractor's** regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

ARTICLE 29. SEVERABILITY

If a court declares one or more of the provisions of this Agreement invalid, the validity of the remaining provision of this Agreement shall not be affected thereby.

ARTICLE 30. CERTIFICATIONS

By executing this Agreement, the **Contractor** under the pains and penalties of perjury, makes all certifications required under the certifications listed below, and has provided all required documentation and disclosures, or shall provide any required documentation upon request.

The **Contractor** is qualified and shall at all times remain qualified to perform this Agreement; that performance shall be timely and meet or exceed industry standards, including obtaining requisite licenses, registrations, permits and resources for performance; and that the **Contractor** shall provide access to records to town officials; and the **Contractor** certifies that the **Contractor** and any of its subcontractors are not currently debarred or suspended by the federal or state government under any law or regulation.

The **Contractor** shall comply with all applicable federal, state, and local laws and regulations.

The **Contractor** certifies that there is no authorization to deliver performance for which compensation is sought under this Agreement prior to the effective date and that any oral or written representations, commitments or assurances made by a Town representative are not binding and the **Town** may not back-date this Agreement in order to cover the delivery of performance prior to the Effective date. The **Town** has no legal obligation to compensate a **Contractor** for performance that is not requested and is intentionally delivered by the **Contractor** outside the scope of the Agreement.

The **Contractor** certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the **Contractor** certifies that it will immediately notify the **Town** in writing if there is any risk to the solvency of the **Contractor** that may impact the **Contractor's** ability to timely fulfill the terms of this Agreement.

The **Contractor** shall affirmatively disclose the details of any pertinent judgment, criminal conviction, investigation or litigation pending against the **Contractor** or any of its officers, directors, employees, agents, or subcontractors of which the **Contractor** has knowledge, or learns of during the Agreement term. **Contractors** must affirmatively disclose any potential structural change in its organization at least 45 days prior to the change.

If incorporated, the **Contractor** certifies that it has identified the Contractor's state of incorporation, and the **Contractor** certifies compliance with all filing requirements of both the incorporating state and the Massachusetts Secretary of State. If the **Contractor** is a foreign corporation, the **Contractor** certifies compliance with all requirements for certification, reporting, filing of documents and service of process.

If an employer, the **Contractor** certifies compliance with applicable state and federal employment laws or regulations, including but not limited to minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 151A (Employment and Training); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c.153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 (Federal Family and Medical Leave Act; AGO Consumers and Civil Rights.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Americans with Disabilities Act,; 42 U.S.C Sec. 12,101, et seq., Disability Law Resources; the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16. s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and G.L. c. 272 s. 98A; the Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A.

ARTICLE 31. CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

The **Contractor** certifies Tax Compliance with Federal tax laws; State tax laws including G.L. c. 62C, G.L. c. 62C, s. 49A (the **Contractor** has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support and is in good standing with respect to all returns due and taxes payable to the commissioner of revenue); reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12;

Social Security Number or
Federal Identification Number

Signature of Individual
or Corporate Name

BY: _____
Corporate Officer (if applicable)

IN WITNESS WHEREOF the parties hereto have executed THREE (3) copies of this Agreement the day and year first above written.

CONTRACTOR: _____

By*: _____

Title: _____

** My signature above certifies that I am duly authorized, or that I have attached a signed Certificate of Vote from my Board of Directors giving me authority, to sign this Contract.*

TOWN OF NEEDHAM, by its Town Manager:

Kate Fitzpatrick

This is to certify that I/we conducted the procurement in accordance with the Town's policies and procedures.

Town Employee(s) Conducting the Procurement

Date:

Title(s):

This is to certify that the Department followed the procurement policies and procedures and that any goods and/or services procured under this contract are for the need of Town.

Department Manager

Date

Title:

This is to certify that this procurement was made on behalf of the Town in accordance with the requirements of M.G.L., Ch. 30B.

Chief Procurement Officer
Date:

This is to certify that the funds have been appropriated or otherwise reserved by the Town for the purposes set forth in the Contract herein.

A/C#: _____ Purchase Order # _____

Town Accountant
Date:

Approved As To Form:

David S. Tobin, Town Counsel
Date: