**CITY OF MALDEN**

**OFFICE OF STRATEGIC PLANNING AND COMMUNITY DEVELOPMENT**

****

**Request for Proposals for:**

 **NORTH SUBURBAN CONSORTIUM HOME INVESTMENT PARTNERSHIPS PROGRAM – AMERICAN RESCUE PLAN (HOME-ARP) ALLOCATION PLAN CONSULTING SERVICES**

**RFP RELEASED: Monday, november 29, 2021 at 1:00 p.m.**

**PROPOSALS DUE: tuesday, december 14, 2021 at 1:00 p.m.**

**DELIVER COMPLETED SUBMISSIONS TO:**

City of Malden – Office of Strategic Planning and Community Development

Attn: Alexis Turgeon
215 Pleasant Street

Malden, MA 02148

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# INVITATION FOR REQUEST FOR PROPOSALS

**CITY OF MALDEN - OFFICE OF STRATEGIC PLANNING AND COMMUNITY DEVELOPMENT**

The City of Malden invites sealed price, and non-priced proposals, in accordance with M.G.L. c.30B, §6, from Vendors for: **NORTH SUBURBAN CONSORTIUM HOME INVESTMENT PARTNERSHIPS PROGRAM - AMERICAN RESCUE PLAN (HOME-ARP) ALLOCATION PLAN CONSULTING SERVICES**

Contract Documents will be available by email request at aturgeon@maldenredevelopment.com after: **1:00 p.m., Monday, November 29, 2021**. Following the deadline for proposals, all proposals received within the time specified will be reviewed by the RFP Evaluation Committee, and an award will be made to the most advantageous proposer for services.

Proposals will be received until **1:00 p.m., Tuesday, December 14, 2021** at the Office of Strategic Planning and Community Development, 215 Pleasant Street, Third Floor, Malden MA 02148. Proposals will not be accepted nor may submitted proposals be corrected, modified or withdrawn after the deadline for proposals.

All bids are subject to the provisions of M.G.L. Chapter 30B §6. All City of Malden bids are available by request. Addenda’s will be sent to the contact information provided. It is the sole responsibility of the contractor requesting these bids to ensure they have received any and all addenda prior to the bid opening.

The City will reject any and all proposals in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Malden’s ADA Coordinator, Maria Luise, at least two business days in advance of the meeting: 781-397-7000, Ext. 2005 or mluise@cityofmalden.org

CITY OF MALDEN

*Office of Strategic Planning and Community Development*

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# DECISION TO USE COMPETITIVE SEAED PROPOSALS

**CITY OF MALDEN - OFFICE OF STRATEGIC PLANNING AND COMMUNITY DEVELOPMENT**

1. RATIONALE TO USE COMPETITIVE SEALED PROPOSALS

The Chief Procurement Officer has determined that in order to select the most advantageous proposal for services (“Services”) related to the scope of work contained in the RFP, comparative judgments of technical factors, in addition to price, will be necessary for the following reasons:

1. The City of Malden has determined there are factors beyond minimum quality requirements which require comparative judgements of factors in addition to price.
2. As such, the determination has been made that the City places a premium on criteria above and beyond best price.

The City’s evaluation committee shall review, evaluate and rate each proposer’s technical (non-price) information. After this rating has been reviewed and accepted, the City will open price proposals. The City will award a contract, if at all, to the proposer the City determines most advantageous based on the technical and price proposals.

# INSTRUCTIONS TO BIDDERS

**CITY OF MALDEN - OFFICE OF STRATEGIC PLANNING AND COMMUNITY DEVELOPMENT**

ARTICLE 1 - BIDDER'S REPRESENTATION

* 1. Each General Bidder, aka Proposer (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that the Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the “Contract Documents”) and the bid is made in accordance therewith. Note, bid and proposal are used interchangeably.
	2. Failure to so examine the Contract Documents and/or work sites will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

* 1. Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
	2. Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Office of Strategic Planning and Community Development* , at aturgeon@maldenredevelopment.com . The City will only answer such requests if received **by Tuesday, December 7, 2021 by 1:00 p.m.** If applicable an addendum will be emailed to the email address provided on or about: **Wednesday, December 8, 2021.**
	3. Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
	4. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
	5. Copies of addenda will be made available for inspection at the location listed in the Request for Proposal where Contract Documents are on file, in addition to being emailed to email provided by bid holders.
	6. Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Office of Strategic Planning and Community Development, once an IFB or RFP has been released, may be disqualified from the procurement process.
	7. Bidders requesting information are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Office of Strategic Planning and Community Development, at aturgeon@maldenredevelopment.com , it shall be placed on the bidder’s list. Bidders must provide the Office of Strategic Planning and Community Development with their company’s name, street address, city, state, zip, phone, email address and reference the IFB or RFP.

ARTICLE 3 - PREPARATION AND SUBMISSION OF BIDS

* 1. Bids shall be submitted on the Bid Form attached.
	2. All entries on the Bid Form shall be made by typewriter, in ink, or via an electronic editor.
	3. Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
	4. Date and time for receipt of bids is set forth in the Request for Proposal.
	5. Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Malden City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Malden City Hall and the Office of Strategic Planning and Community Development are open.
	6. Bids shall be submitted before the due date and time**.**
	7. Proposals must be submitted in two separate sealed envelopes, one marked “Technical Non-Priced Proposal” the other marked “Price Proposal”. The Technical Non-Priced Proposal shall include all information responsive to this RFP except the proposer’s price, which shall be set forth in the Price Proposal. Price Proposals shall NOT be submitted as part of the Technical Non-Priced Proposal. **Any Technical Non-Priced Proposal containing any part of a Price Proposal may be deemed non-responsive.**

This RFP requires a separate and confidential submission of a Price Proposal and separate submission of a Technical Non-Priced Proposal. Any proposer submitting a Technical Non-Priced Proposal must satisfy the following Minimum Criteria set below:

Proposals which do not demonstrate compliance with the Minimum Criteria contained in this RFP may not be further considered.

The selection process for proposals will be conducted as follows:

1. All Technical Non-Priced Proposals will be reviewed by the Evaluation Committee to determine if they meet the Minimum Criteria. All proposers will be notified of proposal status identifying any missing items or deficiencies in proposals. To the extent permitted by law, proposers will be given seven days to respond and to provide the required information. An incomplete proposal will be considered non-responsive and will be eliminated from consideration.
2. Proposals that meet the Minimum Criteria will be reviewed and scored by the Evaluation Committee under the Comparative Criteria below. Interviews *may* be scheduled at this time.
3. Upon receiving completed proposal reviews by the Evaluation Committee, the Chief Procurement Officer shall open the Price Proposals and recommend to the Evaluation Committee the most advantageous proposer on the basis of Price and Non-Price Proposals. The City may revise any recommendation if its decision is documented in writing.
4. Proposals which meet or exceed the Minimum Criteria will be evaluated and rated on the basis of the following Comparative Criteria. The City reserves the right to ask any proposer to provide additional supporting documentation in order to verify a response. Criteria are listed in order of priority.

Ratings of Highly Advantageous (HA); Advantageous (A); Not Advantageous (NA); or Unacceptable (U) will be given to each of the following criteria for each proposer. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

To the extent that an Evaluation Criterion requires the certification of fact, the proposer’s certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the City such evidence as the City may request to support that fact.

* 1. One Original and three (3) copies of the Technical Non-Priced Proposal must be submitted in a sealed envelope, plainly marked: “Technical Non-Priced Proposal, RFP –“NORTH SUBURBAN CONSORTIUM HOME INVESTMENT PARTNERSHIPS PROGRAM - AMERICAN RESCUE PLAN (HOME-ARP) ALLOCATION PLAN CONSULTING SERVICES” along with your company name on the front of the envelope.
	2. The Technical Non-Priced Proposal shall be submitted with the Technical Non-Priced Proposal Bid Form, and with all documents and certifications referenced therein attached. Addenda must be acknowledged on the Technical Non-Priced Proposal Bid Form. Any proposal without an acknowledgement on the Technical Non-Priced Proposal Bid Form may be rejected as non-responsive.
	3. One (1) copy of the Price Proposal must be submitted in a sealed envelope, plainly marked: “Price Proposal, RFP – “NORTH SUBURBAN CONSORTIUM HOME INVESTMENT PARTNERSHIPS PROGRAM - AMERICAN RESCUE PLAN (HOME-ARP) ALLOCATION PLAN CONSULTING SERVICES” along with your company name on the front of the envelope. The Price Proposal shall be submitted on the Price Proposal Bid Form.
	4. The City may, as an additional Comparative Criterion, request interviews to take place at City Hall Offices. Interview travel expenses are to be paid by the proposer, not by the City
	5. A proposer’s Price Proposal shall be inclusive of all costs. No separate start up fees or reimbursements for any supply or service, e.g., bonds, insurance, etc., shall be payable by the City. Proposals must be submitted to Office of Strategic Planning and Community Development.
	6. The procedure for opening and evaluating all proposals received shall be in compliance with Massachusetts General Law, Chapter 30B, Uniform Procurement Act, Section 6. Proposers should familiarize themselves with the provisions of this Act
	7. Bids should be submitted utilizing the Bid Submission Forms supplied with the bid document or revised Bid Submission Forms if they are issued through addenda. The Non- Collusion form supplied with the Bid Submission Forms must be completed, a Non-Collusion form not completed as required by law will result in a bid rejection

ARTICLE 4 - WITHDRAWAL OF BIDS

* 1. Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
	2. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
	3. No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 5 - CONTRACT AWARD

* 1. The winning proposer will be notified of the project scoring upon the City’s decision. The contract(s) will be awarded within ninety (90) days after the proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the apparent most advantageous responsive and responsible proposer(s)
	2. The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.
	3. The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
	4. The City will award a contract, if at all, to the proposer the City determines most advantageous based on the technical and price proposals.

ARTICLE 6 - TAXES

* 1. The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
	2. The City is exempt from payment of the Massachusetts Sales Tax; the Bidder shall not include any sales tax on its bid.

ARTICLE 7 – ENVIRONMENTALLY PREFERABLE PRODUCTS

* 1. The City encourages environmentally preferable products, i.e., products or services that have less negative or more positive effects on human health and the environment when compared with competing products or services that serve the same purpose. The city encourages bidders to describe, in the space provided on the Bid Form, the environmental attributes of its goods or services throughout the entire life-cycle, including manufacture, use and disposition. This information may include multiple environmental considerations such as natural resource use, recycled content, energy and water efficiency, greenhouse gas emissions, impact on climate change, packaging, hazardous material use, and health and safety impacts on workers, consumers and the community. If you do not currently assess such attributes, please indicate that. However you respond, the City will not take your information into account in evaluating bid proposals.
	2. Bidders are encouraged also to provide information related to steps they take internally to (a) identify any positive or negative environmental attributes of products or services they offer, as specified above, and (b) insure that those attributes are being addressed as part of operations.

**END OF SECTION**

# BID FORM: PRICE PROPOSAL

**NORTH SUBURBAN CONSORTIUM HOME INVESTMENT PARTNERSHIPS PROGRAM - AMERICAN RESCUE PLAN (HOME-ARP) ALLOCATION PLAN CONSULTING SERVICES**

IMPORTANT: This form must be completed and placed in a separate, sealed envelope, plainly marked with your company name on the front: “Price Proposal, RFP – “**NORTH SUBURBAN CONSORTIUM HOME INVESTMENT PARTNERSHIPS PROGRAM - AMERICAN RESCUE PLAN (HOME-ARP) ALLOCATION PLAN CONSULTING SERVICES***”*

**TO THE AWARDING AUTHORITY:**

1. This proposal includes addenda number(s)\_\_\_\_ ,\_\_\_\_\_ ,\_\_\_\_\_
2. The undersigned proposes to furnish all the services for the **NORTH SUBURBAN CONSORTIUM HOME INVESTMENT PARTNERSHIPS PROGRAM - AMERICAN RESCUE PLAN (HOME-ARP) ALLOCATION PLAN CONSULTING SERVICES** projectin Malden, Massachusetts in accordance with the scope of services described in the RFP prepared by the City of Malden for the contract price specified below:

In words: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars

Numerically: ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.\_\_\_\_\_\_\_\_).

The undersigned certifies that this offer fully complies with all the requirements of this RFP. The undersigned is responsible for providing own workspace and equipment, as well as covering all routine travel and other expenses. Price must be inclusive of all proposed services and delivery. No reimbursable expenses will be paid unless specifically agreed in advance. No employee benefits are provided.

The undersigned has completed and submits herewith the following documents:

* + Signed Bid Form – Priced Proposal (this form, 2 pages)
1. The undersigned agrees that, if selected as general contractor, s/he will within five days (Saturdays, Sundays and legal holidays excluded) after presentation thereof by the City, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that it will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30B. The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. c.29, §29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

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

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

 (Name of General Bidder)

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Signature)

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

(Printed Name and Title of Signatory)

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

(Business Address)

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

(City, State Zip)

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

(Telephone)

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

(E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

**END OF SECTION**

**BID FORM: TECHNICAL NON-PRICED PROPOSAL**

**NORTH SUBURBAN CONSORTIUM HOME INVESTMENT PARTNERSHIPS PROGRAM - AMERICAN RESCUE PLAN (HOME-ARP) ALLOCATION PLAN CONSULTING SERVICES RFP**

IMPORTANT: This form must be completed and placed in a separate, sealed envelope, plainly marked with your company name on the front: “Technical Non-Priced Proposal, RFP –“**NORTH SUBURBAN CONSORTIUM HOME INVESTMENT PARTNERSHIPS PROGRAM - AMERICAN RESCUE PLAN (HOME-ARP) ALLOCATION PLAN CONSULTING SERVICES**”

**TO THE AWARDING AUTHORITY:**

1. This proposal includes addenda number(s)\_\_\_\_ ,\_\_\_\_\_ ,\_\_\_\_\_
2. The undersigned certifies that this offer fully complies with all the requirements of this RFP.
3. The undersigned has completed and submits herewith the following documents:
	* Signed Bid Form – Technical Non-Priced Proposal (this form)
	* Bidder’s Proposal – Provided by Bidder; addressing “Comparative Evaluation Criteria”
	* Bidder’s Qualifications and References Form
	* Certificate of Non-Collusion
	* Certification of Tax Compliance
	* Certificate of Foreign Corporation
	* Debarment Letter
	* IRS Form W-9

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

 (Name of General Bidder)

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Signature)

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

(Printed Name and Title of Signatory)

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

(Business Address)

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

(City, State Zip)

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

(Telephone)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

**END OF SECTION**

# SCOPE AND SPECIFICATIONS

**CITY OF MALDEN – OFFICE OF STRATEGIC PLANNING AND COMMUNITY DEVELOPMENT**

**NORTH SUBURBAN CONSORTIUM HOME INVESTMENT PARTNERSHIPS PROGRAM - AMERICAN RESCUE PLAN (HOME-ARP) ALLOCATION PLAN CONSULTING SERVICES**

1. **BACKGROUND**

The Malden Redevelopment Authority d/b/a City of Malden Office of Strategic Planning and Community Development (hereinafter the “City”), as agent for and representative member of the North Suburban Consortium (NSC), seeks proposals from qualified professional consultants to provide planning services, technical advice, and assistance in connection with the preparation of the HOME-ARP Allocation Plan required by the U.S. Department of Housing and Urban Development (HUD) pursuant to 24 CFR Part 92 and its CPD Notice 21-10 “Requirements for the Use of Funds in the HOME-American Rescue Plan.” The Allocation Plan will help shape the activities to be undertaken with HOME-ARP funds through 2030. HOME-ARP funds must be used to primarily benefit individuals or families from the following qualifying populations:

* Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a));
* At-risk of homelessness, as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1));
* Fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by the Secretary;
* In other populations where providing supportive services or assistance under section 212(a) of the Act (42 U.S.C. 12742(a)) would prevent the family’s homelessness or would serve those with the greatest risk of housing instability;
* Veterans and families that include a veteran family member that meet one of the preceding criteria.

The Allocation Plan will cover the eight communities comprising the NSC: Arlington, Chelsea, Everett, Malden, Medford, Melrose, Revere, and Winthrop. The Allocation Plan will cover the HOME Investment Partnerships Program – American Rescue Plan (HOME-ARP) entitlement grant for the NSC.

Specific federal requirements for the allocation plan can be found at 24 CFR Part 92 and in HUD CPD Notice 21-10 “Requirements for the Use of Funds in the HOME-American Rescue Plan Program.” Additional information can be located on the HUD Exchange: <https://www.hudexchange.info/programs/home-arp/>. The Allocation Plan is required to be completed via a substantial amendment to the NSC’s Program Year 2021 Annual Action Plan in HUD’s e-Con Planning Suite. The maximum amount available for this contract is $100,000.

1. **SCOPE DESCRIPTION**

The following scope description is inclusive of the ‘comparative criteria’ that will be used in evaluating bidders to determine the most advantageous proposal for the City. Bidders should use the criteria as a framework when drafting the ‘Bidder’s non-priced proposal’ to the City.

* **Consultation & Public Participation**
	1. Consultant will assist the all eight (8) NSC communities with the consultation and public participation required under 24 CFR Part 92 and CPD Notice 21-10 “Requirements for the Use of Funds in the HOME-American Rescue Plan” for the development of a HOME-ARP Allocation Plan.
	2. Consultation and opportunities for public participation must follow all applicable fair housing and civil rights requirements and procedures for effective communication, accessibility, and reasonable accommodation for persons with disabilities and must provide meaningful access to participation by limited English proficient (LEP) residents that are in the NSC’s current citizen participation plan.
	3. Consultant will prepare a timeline for realistic project milestones including anticipated consultation dates, dates on which a draft allocation plan will be available, and public hearing dates. Consultation must begin by January 20, 2022 and a draft of the plan must be submitted by April 20, 2022, prior to the 15-day public comment period.
	4. Consultant will develop a consultation list and an efficient consultation methodology that, at a minimum, includes:
		+ Continua of Cares (CoCs) servicing the NSC;
		+ Homeless and domestic violence service providers;
		+ Veterans’ groups;
		+ All public housing agencies servicing the NSC;
		+ Public agencies that address the needs of the qualifying populations;
		+ Public or private organizations that address fair housing, civil rights, and the needs of persons with disabilities.
		+ Individuals that meet one or more definitions of the qualifying populations.
	5. Consultant will meet with NSC HOME Director and NSC community board members by January 12, 2022 to develop a work plan and assess the priorities of the NSC communities.
	6. Consultant will develop a questionnaire or survey, to be approved by the NSC, that each community can administer at public gatherings or by an on-line response.
	7. Consultant will work with the NSC HOME Director for one (1) hour in at least one public hearing within the required 15-day comment period after publication and advertisement of the draft allocation plan. Consultant will be present during the public hearing to explain the consultation and public participation process during development of the allocation plan and the rationale of the priority needs of qualifying populations identified in the needs assessment and gap analysis portion of the draft allocation plan.
	8. Consultant will provide ongoing support to NSC HOME Director to address and respond to public comments received during the requisite 15-day comment period.
* **Allocation Plan Draft**
	1. Consultant will draft the needs assessment and gap analysis portion of the NSC HOME-ARP Allocation Plan utilizing information collected during consultation and public participation as well as data collection on the qualifying populations, current shelter, housing inventory, and service delivery systems. The needs assessment and gap analysis must include:
		+ An assessment of the unmet needs of the qualifying populations through the identification of gaps within the current shelter, housing inventory, and service delivery system as determined through research and consultation with stakeholders. This assessment must analyze needs by sub-populations, ethnicities, and at-risk groups. At a minimum, the following must be reviewed and addressed in addition to consultation with the required groups:
			- Point-In-Time Counts
			- 2020 Census Data and 2019 American Community Survey Data
			- 2020 Annual Homeless Assessment Report (AHAR) to Congress
			- Homeless Management Information System data
			- Housing Needs Assessment and/or Production Plans for NSC communities
			- Current local and state plans to administer funds for programs that address the needs of the qualifying populations
			- Needs and gaps analyses of the current shelter, housing inventory, and service delivery system of the NSC communities and/or the State of Massachusetts
		+ Identification the characteristics of housing associated with instability and an increased risk of homelessness for the NSC to use as conditions for the HUD definition of “other populations” for the qualifying populations.
		+ Identification the priority needs of the qualifying populations.
		+ Preparation a summary of comments and data and conduct an analysis to develop supported priority recommendations.
		+ Assessment of the need for one or more preferences for a particular qualifying population or subpopulation of a qualifying population. These preferences may not violate discrimination or fair housing laws.
		+ Description of the public participation process, efforts made to broaden public participation, and a summary of all public comments and recommendations accepted or not accepted and the reasons why.
1. Consultant will fill out the public participation, homeless needs inventory and gap analysis, and housing needs inventory and gap analysis tables included in the HUD Allocation Plan Template.
2. Consultant will include all relevant maps and tables showing data concerning sheltered and unsheltered homeless populations, those currently housed populations at risk of homelessness, other families requiring services or housing assistance to prevent homelessness, and those at the greatest risk of housing instability or in unstable housing situations by race, ethnicity, sub-population, or at-risk groups.

**END OF SECTION**

# COMPARATIVE EVALUATION CRITERIA

The Malden Redevelopment Authority d/b/a City of Malden Office of Strategic Planning and Community Development (hereinafter the “City”), as agent for and representative member of the North Suburban Consortium (NSC) shall apply the criteria, which follows in its evaluation of the proposals. The purpose of the information requested in this section is to assist the evaluation committee in making decisions about the proposers overall qualifications, including technical abilities and previous experience. Proposers should clearly respond in writing to each criterion as enumerated, responses to the following areas shall be complete and full.

The Evaluation Committee will evaluate each proposal for conformance with the objectives, submission requirements, and criteria outlined in this Request for Proposals. Preference categories have been established for the purpose of further distinguishing competitive proposals. In addition, the preference categories will be used to compare the relative advantages of each competing proposal.

The ratings of Highly Advantageous (HA); Advantageous (A); Not Advantageous (NA); or Unacceptable (U) will be used to evaluate each proposal using the following evaluation criteria. The following preference categories must be addressed in the proposal:

1. ***Consultation and Public Participation***

***Highly Advantageous*:** The consultation timeline is within the specified timeframe and the consultant has experience at least three (3) years’ experience consulting with most, if not all, of the required groups on the current shelter, housing inventory, and service delivery systems.

***Advantageous****:* The consultation timeline is within the specified timeframe and the consultant has less than three (3) years’ experience consulting with most, if not all, of the required groups on the current shelter, housing inventory, and service delivery systems.

***Not Advantageous:***The consultation timeline is within the specified timeframe and the consultant has no previous experience consulting with the required groups.

***Unacceptable:*** The consultant is unable to meet the specified timeline and has not previous experience consulting with the required groups.

1. ***Allocation Plan Draft***

***Highly Advantageous*:** The consultant is familiar with the requirements at 24 CFR Part 92 and CPD Notice 21-10 “Requirements for the Use of Funds in the HOME-American Rescue Plan” and has completed five (5) or more Annual Action Plans and/or Consolidated Plans for HUD grantees. Consultant has experience with HUD’s e-Con Planning Suite and Integrated Disbursement and Information System.

***Advantageous:***The consultant is familiar with the requirements at 24 CFR Part 92 and CPD Notice 21-10 “Requirements for the Use of Funds in the HOME-American Rescue Plan” and has completed at least one Annual Action Plan and/or Consolidated Plan for HUD grantees. Consultant is comfortable with utilizing HUD’s e-Con Planning Suite and Integrated Disbursement and Information System.

***Not Advantageous:*** The consultant has little familiarity with the requirements at 24 CFR Part 92 and CPD Notice 21-10 “Requirements for the Use of Funds in the HOME-American Rescue Plan” and has no experience developing Annual Action Plans and/or Consolidated Plans for HUD grantees. Consultant is not comfortable with utilizing HUD’s e-Con Planning Suite and Integrated Disbursement and Information System.

***Unacceptable:*** The consultant has no familiarity with the requirements at 24 CFR Part 92 and CPD Notice 21-10 “Requirements for the Use of Funds in the HOME-American Rescue Plan” and has no experience developing Annual Action Plans and/or Consolidated Plans for HUD grantees. Consultant is unable to utilize HUD’s e-Con Planning Suite and Integrated Disbursement and Information System.

# BIDDER'S QUALIFICATIONS & REFERENCES

## MINIMUM QUALITY REQUIREMENTS

Any vendor submitting a proposal for North Suburban Consortium Home Investment Partnerships Program - American Rescue Plan (HOME-ARP) Allocation Plan Consulting Services must satisfy all the Minimum Criteria. Proposals that do not demonstrate compliance with the Minimum Criteria may not be further considered.

The City will not award a contract except to a responsible and responsive proposer that has documented successful experience in accordance with the certain minimum requirements:

1. The bidder must demonstrate they have successfully provided similar such consulting services for a HUD grantee within the last five (5) years;
2. The bidder must demonstrate the capacity to provide services required in this RFP, and do so in a timely fashion;
3. The bidder must be able to obtain access to the HUD e-Con Planning Suite if the bidder does not already have an active HUD e-Con Planning Suite account.

## REFERENCES

All questions must be answered, and the information given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheets for the asterisked items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract. This Form must be fully filled out.

1. FIRM NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. WHEN ORGANIZED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. INCORPORATED: YES; (Date, and State of Incorporation): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NO\_\_\_\_

4. IS YOUR BUSINESS A: (Circle if applicable) **MBE**, **WBE**, or **MWBE**

\* 5. LIST ALL CURRENT CONTRACTS, CONTRACT AMOUNT & ANTICIPATED DATE OF COMPLETION:

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

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\* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?

NO\_\_\_\_\_\_ YES \_\_\_\_\_\_; IF YES, WHERE AND WHY?

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\* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_\_\_ YES \_\_\_\_\_\_ NO;

IF YES, PROVIDE DETAILS.

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\* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

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

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\* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF THREE (3) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OWNER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY/STATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DOLLAR AMOUNT: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PUBLICLY BID? \_\_\_\_\_\_YES \_\_\_\_\_\_ NO

TYPE OF WORK?: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TELEPHONE #: (\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_

CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(i.e., contract manager, purchasing agent, etc.)

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

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DOLLAR AMOUNT: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PUBLICLY BID? \_\_\_\_\_\_YES \_\_\_\_\_\_ NO

TYPE OF WORK?: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TELEPHONE #: (\_\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(i.e., contract manager, purchasing agent, etc.)

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

PROJECT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OWNER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY/STATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DOLLAR AMOUNT: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PUBLICLY BID? \_\_\_\_\_\_YES \_\_\_\_\_\_ NO

TYPE OF WORK?: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT PERSON:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TELEPHONE #: (\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT PERSON'S RELATION TO PROJECT?:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(i.e., contract manager, purchasing agent, etc.)

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

PROJECT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OWNER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY/STATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DOLLAR AMOUNT: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PUBLICLY BID? \_\_\_\_\_\_YES \_\_\_\_\_\_ NO

TYPE OF WORK?: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TELEPHONE #:(\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

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

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINTED NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

END OF SECTION

AGREEMENT FOR SERVICES

By and Between

MALDEN REDEVELOPMENT AUTHORITY,

d/b/a City of Malden Office of Strategic Planning and Community Development,

as Agent for and Representative Member of the “North Suburban Consortium”

and

TBD – CONTRACTOR NAME

PROVISIONS OF AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_ in the year 2021 by and between the Malden Redevelopment Authority (“MRA”) d/b/a City of Malden Office of Strategic Planning and Community Development, as Agent for and Representative Member of the North Suburban Consortium (the “NSC”) and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the "CONTRACTOR".

WITNESSETH THAT

WHEREAS: The Congress of the United States has enacted the 1990 Cranston-Gonzalez National Affordable Housing Act of 1990, HOME Investment Partnerships Program (“HOME”); and

WHEREAS: The U.S. Department of Housing & Urban Development (hereinafter, “HUD”) has promulgated regulations, notices and requirements as now or hereafter in effect, allowing units of general local government to enter into Mutual Cooperation Agreements to form the North Suburban Consortium for the purpose of obtaining funding as a participating jurisdiction under the HOME Program; and

WHEREAS: HUD recognizes the communities of Malden, Medford, Melrose, Arlington, Chelsea, Revere, Winthrop and Everett as the NSC and therefore a Participating Jurisdiction; and

WHEREAS: The Congress of the United States appropriated $5 billion in American Rescue Plan funds to the HOME Investment Partnerships Program (“HOME-ARP”) and authorized the Secretary of HUD under Section 3205 of the American Rescue Plan Act of 2021 (“ARP”) to waive or specify alternative requirements for any provision of the Cranston-Gonzalez National Affordable Housing Act other than the requirements related to fair housing, nondiscrimination, labor standards, and the environment, upon a finding that the waiver or alternative requirements is necessary to expedite or facilitate the use of HOME-ARP funds; and

WHEREAS: HUD issued CPD Notice 21-10 “Requirements for the Use of Funds in the HOME-American Rescue Plan Program” on September 13, 2021 to establish requirements for funds appropriated under Section 3205 of the American Rescue Plan Act of 2021 for the HOME program which, in combination with a memorandum issued by the HUD Secretary titled “Waivers and Alternative Requirements for Implementation of the HOME American Rescue Plan (HOME-ARP) Program,” revise the requirements in 24 CFR Part 92 for the HOME-ARP Program; and

WHEREAS: The NSC as a HUD grantee of HOME funds received an entitlement for HOME-ARP funds from HUD; and

WHEREAS: The MRA is the Agent for and Representative Member of the NSC, in accordance with HUD regulations and requirements now or hereafter in effect; and

WHEREAS: The MRA is doing business as the City of Malden Office of Strategic Planning and Community Development pursuant to the Management and Consolidation Agreement dated June 22, 2021.

WHEREAS: The federal regulations at 24 CFR Part 92 and CPD Notice 21-10 “Requirements for the Use of Funds in the HOME-American Rescue Plan” require the completion of an Allocation Plan by the NSC, in order to receive the HOME Investment Partnerships Program – American Rescue Plan (“HOME-ARP”) entitlement grant; and

WHEREAS: The NSC is required by the federal regulations and HUD policy to be the lead entity in preparation of the Allocation Plan, and the NSC communities must coordinate and collaborate in the development and submission of the Allocation Plan; and

WHEREAS: The CONTRACTOR has submitted a proposal for North Suburban Consortium Home Investment Partnerships Program – American Rescue Plan (HOME-ARP) Allocation Plan Consulting Services pursuant to the City of Malden Office of Strategic Planning and Community Development’s Request for Proposals (“RFP”) published November 29, 2021, and has demonstrated the qualifications to assist the NSC in the preparation of the HOME-ARP Allocation Plan.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. SCOPE OF CONTRACTOR SERVICES

The CONTRACTOR shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project: North Suburban Consortium HOME Investment Partnerships Program – American Rescue Plan (HOME-ARP) Allocation Plan Consulting Services.

1. CONTRACT DOCUMENTS

The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

* This Agreement for Services
* The City’s Request for Proposals issued by the Office of Strategic Planning and Community Development
* The Project Manual for **NORTH SUBURBAN CONSORTIUM HOME INVESTMENT PARTNERSHIPS PROGRAM - AMERICAN RESCUE PLAN (HOME-ARP) ALLOCATION PLAN CONSULTING SERVICES**  including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
* Addenda Number(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
* The Proposal Response of the CONTRACTOR submitted and accompanying documents and certifications;
* Duly authorized and executed Amendments, Work Orders, or Change Orders issued by the Malden Redevelopment Authority d/b/a City of Malden Office of Strategic Planning and Community Development, as agent for and representative member of the North Suburban Consortium, after executed of this Agreement for Services

This Agreement for Services, together with the other documents enumerated in this Article, constitute the entire Agreement between the MALDEN REDEVELOPMENT AUTHORITY d/b/a City of Malden Office of Strategic Planning and Community Development, as agent for and representative member of the North Suburban Consortium and the CONTRACTOR. The CONTRACTOR represents that its bid was made without condition, qualification or reservation, except upon the written consent of the MALDEN REDEVELOPMENT AUTHORITY d/b/a City of Malden Office of Strategic Planning and Community Development, as agent for and representative member of the North Suburban Consortium.

1. PRIORITY OF DOCUMENTS

In the event of inconsistency between the terms of this Agreement for Services and the Project Manual, the terms of this Agreement shall prevail.

1. APPLICABLE STATUES

All applicable federal, state and local laws and regulations are incorporated herein by reference and the CONTRACTOR agrees to comply with the same.

1. CONTRACT TERM

The term of this contract shall begin on the date first above written and continue until the HOME-ARP Allocation Plan is approved by HUD.

1. COMPENSATION FOR WORK PERFORMED

The compensation for work performed by the CONTRACTOR shall be consistent with the rates in the RFP Price Proposal. CONTRACTOR shall submit requisitions for reimbursement which shall include invoices for completed work and all requisite back-up documentation. No funds shall be advanced under the contract for work that has not yet been performed. The CONTRACTOR will be paid for work performed in accordance with the provisions contained in the Project Manual, applicable state law, and the HOME regulations on eligible costs at 24 CFR Part 92, as amended by CPD Notice 21-10 “Requirements for the Use of Funds in the HOME-American Rescue Plan Program.” The total fee for professional services under the Agreement for Services shall not exceed $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The MRA shall make payment for an invoice within thirty (30) days of the date of the City of Malden Office of Strategic Planning and Community Development’s approval of a properly prepared invoice accompanied by a status report of tasks accomplished and in progress.

1. ASSIGNMENT/SUB-CONTRACTING

The CONTRACTOR agrees that they will not sell, assign or transfer this Contract or any part thereof or in interest therein without the prior written consent of the MRA.

1. NOTICES

Any action, notice or request required to be taken, given or made by the MRA hereunder may be taken, given or made by the Director of the Office of Strategic Planning and Community Development or such other person or persons as the NSC may authorize for the purpose. All notices, requests, or other papers required to be given or delivered to the MRA hereunder shall be deemed to be duly and properly given or made if mailed to the Director at the address specified below, or delivered personally to the Director. All notices, requests, or other papers required to be given or delivered to the MRA hereunder shall be sufficiently given or delivered if mailed, postage prepaid, to the Director, City of Malden Office of Strategic Planning and Community Development, Malden City Hall, 215 Pleasant Street, Third Floor, Malden, MA 02148.

All notices, directions and authorizations if to CONTRACTOR shall be delivered to:

TBD

and any notice, direction or authorization shall be sufficiently given, if so delivered.

1. TERMINATION FOR CONVENIENCE OF THE NSC

Either party may at any time terminate this Agreement by written notice given to the other at least thirty (30) days in advance, in which event the maximum sum payable hereunder shall be the amount billed or properly incurred and to be billed as herein described as of the date of termination.

1. MISCELLANEOUS PROVISIONS

In addition to the services hereinbefore set forth to be performed and rendered by the CONTRACTOR for the fees stated, the CONTRACTOR further agrees that it will comply with all rules and regulations of the Federal and State agencies concerned with the work: including but not limited to the maintenance of certified payroll records and other data relating to payments of Federal and State grants as applicable, and will render and perform all services described in the Scope of Services, said services to be performed in a good and professional-like manner.

1. FINAL RELEASE

In consideration of the execution of this AGREEMENT by the MRA, the CONTRACTOR agrees that, simultaneous with the acceptance of the CONTRACTOR'S final payment under this AGREEMENT, he will execute and deliver to the MRA an instrument releasing and forever discharging the MRA and the NSC of and from any and all claims, demands and liability whatsoever both at law and in equity arising from, growing out of, or in any way connected with the CONTRACTOR'S performance under this Agreement for Services.

1. AUDIT AND INSPECTION OF RECORDS

The CONTRACTOR shall permit the authorized representatives of the MRA, the NSC, the Commonwealth of Massachusetts, HUD, and/or the Comptroller General of the United States, to inspect and audit all data and records of the CONTRACTOR relating to its performance and its subcontracts under contract from date of this Agreement for Services through and until the expiration of five years after the FINAL RELEASE has been executed. The MRA and NSC hereby waive any confidentiality rights it may have with respect to such data and records.

1. SEVERABILITY

The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court or competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all for the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete or incapable of being executed in accordance with the intent of the parties of this Contract.

1. AMENDMENTS TO THIS CONTRACT

This Contract may not be amended except in writing executed in the same manner as this Agreement for Services.

IN WITNESS WHEREOF, the MRA and the CONTRACTOR have executed this AGREEMENT as of the date first above written.

ATTEST: MALDEN REDEVELOPMENT AUTHORITY, d/b/a City of malden office of strategic planning and community development, as agent for and representative member of the north suburban consortium

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Deborah A. Burke-Santoro

 Director

ATTEST: TBD – CONTRACTOR NAME

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TBD – AUTHORIZED OFFICIAL
TBD – AUTHORIZED OFFICIAL TITLE

# BIDDERS QUALIFICATION FORMS

NON-COLLUSION CERTIFICATE**:**

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

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

(Signature of authorized individual submitting proposal)

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

(Printed Name)

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

(Name of Bidder (if different than name))

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

(Federal Tax Identification or Social Security Number)

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

(Date)

TAX COMPLIANCE CERTIFICATE**:**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

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

(Signature of authorized individual submitting proposal)

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

(Printed Name)

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

(Name of Bidder (if different than name))

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

(Date)

CORPORATE AUTHORITY CERTIFICATE **(if applicable):**

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

(Corporate Seal)

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

(Secretary-Clerk)

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

(Signature of authorized individual submitting proposal)

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

(Printed Name)

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

(Name of Bidder (if different than name))

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

(Date)

CERTIFICATE OF FOREIGN CORPORATION **(if applicable):**

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Jurisdiction)**

The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

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

Name of person signing proposal

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

Signature of person signing proposal

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

Name of Business (Please Print or Type)

|  |
| --- |
|    Affix Corporate Seal here |

DEBARRMENT CERTIFICATE **(State & Federal):**

The undersigned certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the United States under the Federal Executive Order (E.O.) 12549 “Debarment and Suspension: which requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

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

(Signature of authorized individual submitting proposal)

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

(Printed Name)

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

(Name of Bidder (if different than name))

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

(Date)

## IRS W-9 FORM

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