



Request for Proposals

RFP No. 19-59-200

Consultant Services for the Preparation of a Five-Year Consolidated Plan & FY21 Annual Action Plan

May 1, 2019

PROPOSALS DUE:

May 23, 2019 by 11:00 AM

*Late proposals will be rejected

Thomas Watkins
Purchasing Agent
93 Washington Street, 3rd Floor
Salem, MA 01970
twatkins@salem.com
(978) 619-5695

REQUEST FOR PROPOSALS

19-59-200

Preparation of Five-Year Master Plan and Annual Action Plan

COVER SHEET

Proposer: _____

Street Address: _____
(Number and Street) (City) (State) (Zip)

Taxpayer
Identification No: _____
(Social Security Number) (Federal Identification Number)

Contact Name: _____

Telephone: _____

Email Address: _____

Fax: _____

Authorized
Signature: _____

Name: _____

Title: _____

Date: _____

**REQUEST FOR PROPOSALS
19-59-200
HOUSING PROGRAM INSPECTOR
CHECKLIST**

Submissions:

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

Minimum Requirements:

| | | | |
|----|---|--|--|
| 1. | Proposal is substantially complete and contains all necessary forms. | | |
| 2. | At least one member of the consultant’s team has work experience for the completion of at least one 5 Year Consolidated Plan or a CDBG Action Plan within the past 10 years | | |
| 3. | At least one member of the consultant’s team must have direct experience working with HUD’s IDIS system with the last 5 years | | |

General Conditions and Requirements

Proposal for Consulting Services for the Preparation of a 5-Year Consolidated Plan and FY21 Annual Action Plan

1. Proposal Rules

This proposal is solicited to the General Public and a Consultant Agreement will be awarded pursuant to the rules set forth in Chapter 30B of the Massachusetts General Laws and subject to approval by the Mayor of Salem, Massachusetts.

2. Reviewing Period

All proposals meeting proposal requirements and conditions may be held by the City of Salem for a period not to exceed sixty (60) days from the date of the opening of proposals for the purpose of reviewing the proposals and investigating the qualifications of consultants, prior to the awarding of the contract.

3. Budget

The City of Salem has a budget for this project of up to **\$35,000**.

4. Compliance with Applicable Laws

The contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

The proposal must comply with all Federal, State, and municipal laws, ordinances, rules and/or regulations.

5. Questions and Interpretations

Any substantive questions regarding the proposal documents shall be referred to the City of Salem Purchasing Department in writing at least five working days prior to the date and time for receipt of proposals. All answers and interpretations and any changes to the documents will be issued in the form of addenda to all consultants of record.

6. Ability and Experience

The City of Salem will not award a contract to any consultant who cannot furnish satisfactory evidence of their ability and experience to perform the requested services.

The City of Salem may make such investigations as it deems necessary to determine the above and a consultant shall furnish information requested in this regard and shall furnish it under oath if required.

7. Certification of Non-Collusion and Tax Attestation Form

All consultants must sign the attached form (Attachment A), which incorporates both an attestation clause regarding Massachusetts State tax returns and a certificate of non-collusion. These signed forms must be submitted with the **non-price** proposal package. Failure to sign and submit the form is cause for that proposal to be rejected.

8. Corrections

Erasures or other changes in the proposal must be explained or noted over the signature of the consultant.

9. Conflict of Interest

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

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

10. Prospective Consultant's Qualifications

The prospective consultant replying to the RFP shall be or represent a firm, company or corporation possessing experience and expertise in planning, community development and/or a related field and the professional standards thereof, to undertake and successfully complete the Scope of Services as outlined in this RFP.

11. Signature

All proposals shall be complete, factual, and signed by an authorized officer of the consultant's company on the appropriate page(s).

12. Contract For Services

The contract for services will be negotiated by the chosen consultant and the City of Salem.

13. Waiver

The City of Salem reserves the right to reject any and all proposals, or to waive any informalities in the proposal process, if deemed in the City's best interest.

14. Number of Copies

The proposer shall provide one original and two (2) copies each of the non-price and price proposal to the City of Salem Purchasing Department. The non-price and price proposal will be sealed in a separate envelope. Each envelope shall be marked non-price or price proposal with the RFP Number, Proposal Name, and time and date of proposal opening

15. Place and Time

Sealed proposals will be received at the City of Salem Purchasing Department, 93 Washington Street, Salem, MA 01970 until 11:00 AM on May 23, 2019 at which time and place they will be opened and registered. Any proposal received after this deadline will not be accepted. For matters of uniformity, the Time Stamp Clock located in the Office of the Salem Purchasing Agent shall be the sole determinant of time.

16. Disclosure

The selected consultant must file a disclosure of beneficial interests required by G.L. c.7, 40J. This must be filed with the Deputy Commissioner of the State Division of Capital Planning.

17. Modifications

A consultant may correct, modify, or withdraw a proposal by sealed, written notice clearly

marked as a correction, modification, or withdrawal and received at the Salem Purchasing Department prior to the time and date set for the proposal deadline.

Failure to comply with the above conditions and requirements or any attached specifications or any other minimum qualifications will be justification to reject any proposal as incomplete.

City of Salem Request for Proposals

Consultant Services for Preparation of a 5-year Consolidated Plan and FY21 Annual Action Plan

INTRODUCTION

The City of Salem Department of Planning and Community Development (DPCD) is requesting proposals from qualified firms (Consultant) to undertake the development of the City of Salem's 5-Year Consolidated Plan for Housing, Community and Economic Development (Consolidated Plan) and Fiscal Year 2021 (FY21) Annual Action Plan (period of July 1, 2020 to June 30, 2021). The Consolidated Plan combines the planning and application requirements of the Federal statutes and serves as a statement of long- and short-term housing, community and economic development objectives for the period of July 1, 2020 through June 30, 2025. The Consolidated Plan must meet all requirements of the Federal regulations (see "Scope of Work"). This is a firm deadline project, which will commence in July, 2019 and must be completed by no later than April 30, 2020.

BACKGROUND

The City of Salem, a seaside community located 16 miles North of Boston, is an entitlement recipient of Community Development Block Grant (CDBG) funds through the Consolidated Plan process. Each year the City receives CDBG funds through this process, an average of \$987,000 annually over the last five years. In addition, as a member of the North Shore HOME Consortium, Salem receives approximately \$110,000 annually in HOME funds (5 year average). City-wide low- to moderate-income population is 52.7%.

The [2013-2017 American Community Survey 5-Year Estimates](#) includes the following Salem statistics:

- Population –42,911
- Median household income – \$65,476
- Individuals below poverty level - 15.3%
- Persons 65 years or older – 14.2%
- Hispanic or Latino population (of any race) – 17.6%
- Persons with a disability – 13.6% (ACS 2009-2013)
- Total housing units – 19,382
- 55.3% of housing was built 1939 or earlier

SCOPE OF SERVICES

Specific tasks shall include, at a minimum:

I. Process Preparation

- Obtain authorization and passwords for use of HUD's IDIS online reporting system. Review current HUD Consolidated Plan regulations and guidance, particularly changes made since 2010. The specific requirements for the Consolidated Plan can be found in the Code of Federal Regulations, Title 24, Section 91, et. seq. (24 CFR 91). Regulations, notices and guidance for preparing a Consolidated Plan submission can be found at (but not limited to): <https://www.hudexchange.info/programs/consolidated-plan/>.

Note: Consultant is responsible for being up-to-date and adhering to all HUD requirements for complete submission of the 5 Year Consolidate Plan and one-year Action Plan.

- Review any revisions and additions to the consolidated plan process and/or the consultation process for incorporating the requirements of affirmatively furthering fair housing.
- Review Salem’s existing Citizens Participation Plan. All consultation and the scope of work shall be undertaken as provided in the Citizens Participation Plan.
- Review the requirements for using the Consolidated Plan template in IDIS and discuss the format of the plan with the Assistant Community Development Director. Discuss how the plan may differ from the format of the 2015 Consolidated Plan, also taking into consideration any federal regulation changes, and the most recent HUD notices and guidance, Office of Fair Housing requirements and OMB requirements.
- Review e-mails from HUD representatives (to be provided by the DPCD) relating to the Consolidated Plan process.
- Review the City of Salem’s 2015 Consolidated Plan, in particular, the PR-15 Citizens Participation.
- Review HUD’s most recent Consolidated Plan and Annual Action Plan Completeness Checklist for Entitlement Grantees
- Prepare a timeline for project milestones including proposed community meetings and stakeholder interviews and including deadlines for posting of legal notices and advertisements. This timeline will be made available to the public to explain the process.
- Prepare a display board of the low to moderate income areas, if the 2020 census data becomes available during the project timeframe.

II. Needs Assessment

The Consultant shall gather factual and broad community input through citizen participation and data collection including:

- Review of available data, reports and documents including, but not limited to, Home Mortgage Disclosure Act, State Unemployment Insurance, property assessments, building permits, National Low Income Housing Coalition’s annual Out of Reach report, Dun and Bradstreet, real estate transactions, N. S. Home Consortium (Analysis to Impediments, Continuum of Care and any available Consolidated Plan data), the WarrenGroup data, foreclosures.com data and the U.S. Census data.
- Presentations at community and public meetings and moderating discussions (including preparing, copying and distributing bilingual handouts/guidebooks and preparation of meeting minutes) to gather community input on the community needs. This will include:
 - An initial evening public meeting at City Hall Annex;
 - An evening meeting with Salem’s Affordable Housing Trust;
 - Up to five evening neighborhood meetings (the consultant will be responsible for providing Spanish translation at one neighborhood meeting); and
 - Daytime focus group meetings (up to 4), along with interviews with community stakeholders - to be determined with the DPCD staff and consultant but at a minimum should include representatives from City departments that utilize CDBG funds for projects, business community, housing agencies, social service agencies, CHDO representatives, North Shore HOME Consortium, Commission on Disabilities and other individuals deemed appropriate.

- Prepare summary of comments, conduct analysis and assess data gathered and develop 5-year priority recommendations incorporating factual data and public input collected to support those recommendations
- Provide notice to other required organizations (i.e. Wampanoag Tribe).

II. Preparation of 5 Year Consolidated Plan & 1 Year Action Plan

- Develop a draft Consolidated Plan that includes 5-year funding goals, priorities and strategies, along with proposed accomplishments and performance measurements.
- Develop a draft FY21 Annual Action Plan that includes proposed activities, proposed accomplishments and performance measurements using the format of the FY20 Action Plan.
- Prepare submission of the 5-year Consolidated Plan and the FY21 Annual Action Plan through the templates in IDIS
- Prepare maps to include in the plans (using HUD's CPD maps, as applicable).
- Prepare tables, charts, illustrations and photographs to include in plans.
- Provide interval copies of plan sections to DPCD staff for review and comment before public draft of plan is finalized.
- The Consultant is responsible for submitting 15 stapled black/white copies each of the draft Consolidated Plan and Annual Action Plan for public distribution and one PDF for making copies.
- Present drafts of both documents at an evening public meeting and prepare meeting minutes.

III. Finalization of the 5 Year Consolidated Plan & 1 Year Action Plan

- Prepare last draft of both the Consolidated Plan and Annual Action Plan, incorporating information received at the public meeting, public comments and comments from DPCD. Last draft to be reviewed by the DPCD prior to finalization.
- Prepare HUD's Consolidated Plan and Annual Action Plan Completeness Checklist for Entitlement Grantees
- Provide all final work products to the DPCD

FINAL WORK PRODUCTS

The Consultant is responsible for submitting 1 bound (with original signatures) and 11 bound color copies each of the final Consolidated Plan and Annual Action Plan (binding to be determined) and one (1) unbound and reproducible master hard copy of each document, including maps and graphics, no later than April 30, 2020. The Consultant is also responsible for finalizing and submitting the online submission of the Consolidated Plan and Annual Action Plan to HUD using HUD's templates in the eCon Planning Suite by the April 30, 2020 deadline.

The Consultant is also responsible for providing one (1) copy of the final Consolidated Plan and Annual Action Plan, along with (1) copy of the online submission on DVD.

The Consultant will submit a reproducible copy of all maps, graphics, slide presentations, surveys, guidebooks/handouts and photographs to the DPCD. Presentation materials, such as display boards, slides, videos, etc., shall be submitted to the DPCD.

All deliverables will become property of the City of Salem.

PROPOSAL SUBMISSION REQUIREMENTS

Please note that separate non-price and price proposals are required.

The name of the proposer and title of the project, **5 Year Consolidated Plan RFP No. 19-59-200**, must appear on the outside front cover of each proposal.

Proposals shall be due to the City's Purchasing Department **on or before 11:00 AM, May 23, 2019**. Proposals to be submitted to:

Thomas Watkins, Purchasing Agent
Purchasing Department
93 Washington Street, 3rd Floor
Salem, MA 01970

Non-price Proposal

The information submitted must include, but should not necessarily be limited to, the following items:

Cover Letter

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

Qualifications and Experience

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

1. Names and addresses of all firms involved on the project (including subcontractors);
2. History, size and structure of firm(s)
3. Name(s) of principals in firm(s);
4. Identification of Principal in Charge, the Project Manager and the roles of other key personnel. Include relevant project experience and copies of resumes of all personnel assigned to project.;
5. Describe other similar projects your firm has undertaken. Please make specific reference to experience and qualifications as related to CDBG Consolidated Plans and Annual Action Plans, CDBG programs, moderating neighborhood meetings, experience/qualifications of assigned staff and experience/success implementing similar projects for municipalities. If the Community Involvement process will be subcontracted, please provide the same information for the subcontracting firm;
6. Listing of contracts currently under contract;
7. Contact information for references from similar projects
8. Listing of any actions taken by any regulatory agency or litigation involving the firm or its agents or employees with respect to any work performed; and
9. Any applicable insurance

Also include, one copy of the most recent product worked on, including a CDBG Consolidated Plan, CDBG Annual Action Plan and/or similar neighborhood or community strategic planning reports that were completed for other jurisdictions.

Approach to Scope of Work

A detailed description of the approach to Scope of Services is required. The City is seeking creative, proven techniques to address the community needs and develop effective strategies for the Consolidated Plan. Key issues for individualized focus include:

- Approach to effectively implementing community involvement, including types of information, materials and media used, charts, graphs, models, presentation formats, public meeting process, meeting formats, community education events, etc, as applicable. Characterize the effectiveness of the community involvement on previous projects.
- Innovative ideas for maximizing the value and amount of work that can be completed within the budget available for this contract. Provide rationale and evidence of the value and effectiveness of the proposed approach to the scope of work.
- Additional recommendations not identified in the scope of services.

Plan of Services/Timeline

Review Attachment B: Draft Timeline and provide a proposed timeline that incorporates any recommended changes to the Draft Timeline. The Plan of Services must include the elements to be performed by the consultant, the number of hours and other resources required to complete each task, and the expected time to complete each step. The Plan should include time schedules and milestones, personnel assignments, and other information as necessary to demonstrate the consultant's ability to complete the project on time.

City Resources

A list of the resources, personnel, data, or other assistance which the proposer expects are required from the City in order to complete each task in the scope of services during the planned time period.

The City will be responsible for:

- Legal advertising of all meetings and other required postings
- Coordinating location and doing public outreach for meetings
- Having a Spanish speaking staff person present at the two public meetings (Consultant is responsible for translator at one neighborhood meeting)
- Providing the Consultant with copies of any existing handouts, reports, data and presentation information that are available
- DPCD will release Request for Proposals from nonprofit social service agencies, for which a list of the proposals received must be included in the Action Plan.

DPCD staff will also be present at all public meetings and presentations.

Price Proposal

Detailed Description of Costs

Provide a total not-to-exceed fixed fee. The total funding available for this contract shall not exceed \$35,000. The City seeks proposals that demonstrate maximum value, innovation, effectiveness, and total work to be performed within the funding available.

Detailed Cost Breakdown

Provide a cost for each task identified in the Scope/Schedule and an estimate of manpower hours necessary to complete work. All cost assumptions must be clearly documented in this portion of the submittal. Include a budget for direct expenses.

MINIMUM EVALUATION CRITERIA

In order to be reviewed, the proposal must be substantially complete and contain all necessary forms. At least one member of the consultant's team must have work experience for the completion of at least one 5 Year Consolidated Plan or a CDBG Action Plan within the last 10 years. At least one member of the consultant's team must have a direct experience working with HUD's IDIS system within the last 5 years.

COMPARATIVE EVALUATION CRITERIA

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

1. *Plan of Services: Ratings will be based on the project approach and schedule. Particular attention will be given to the methods by which the consultant plans to complete all items in the Scope of Services.*

Most Advantageous

Proposal includes a detailed, creative, logical, and highly efficient scheme for addressing all of the requirements.

Advantageous

The proposal includes a credible scheme for addressing all of the requirements.

Non-Advantageous

The proposal is not sufficiently detailed to fully evaluate, or does not contain components necessary to address all the requirements.

2. *General Qualifications of Firm: Particular attention will be paid to evidence of successful past performance. Success of project, budget and timeliness may be determined by contacting references. Municipal experience preferred over State experience.*

Most Advantageous

Consultant has successfully completed one or more 5 Year Consolidated Plans and one or more CDBG Action Plans and has a proven track record for completing projects on time, within budget, and on schedule.

Advantageous

Consultant has completed one or more 5 Year Consolidated Plans or CDBG Action Plans successfully and timely.

Non-Advantageous

Consultant has little or no experience completing 5 Year Consolidated Plans or CDBG Action Plans.

3. *Personnel and Resources to be Utilized: Rating will be based on evidence that adequate qualified personnel are assigned to all phases of the project and that sufficient resources are available.*

Most Advantageous

Individuals from the proposed project team have experience with and have substantially contributed to the design and development of a CDBG Consolidated Plan and Annual Action Plan and have significant experience working with IDIS. Municipal experience preferred over State experience.

Advantageous

At least one individual from the proposed project staff has contributed to or has experience with the design and development of a CDBG Consolidated Plan or Annual Action Plan OR has some experience working with CDBG programs and projects, including IDIS.

Non-Advantageous

Project staff have not substantially contributed to the design and development of a CDBG Consolidated Plan, Annual Action Plan or similar CDBG strategic plan; OR have little to no experience working with IDIS.

4. *Community Engagement/Public Participation: Rating will be based on experience engaging diverse populations to participate, contribute and comment, with emphasis on elderly persons, persons with disabilities and persons residing in low income neighborhoods with a significant percentage of Hispanic/Latino persons.*

Most Advantageous

At least one individual from the proposed project team has facilitated community engagement that included outreach to and participation by elderly persons, persons with disabilities and persons residing in low income neighborhoods with a significant percentage of Hispanic/Latino persons for three or more municipal communities.

Advantageous

At least one individual from the proposed project team has facilitated community engagement that included outreach to and participation by elderly persons, persons with disabilities and/or persons residing in low income neighborhoods with a significant percentage of Hispanic/Latino persons for at least one municipal community

Non-Advantageous

Staff have not substantially contributed to facilitating community engagement for a municipal community.

CONTRACT TERMS AND CONDITIONS

Cost Liability

The City of Salem assumes no responsibility and no liability for costs incurred relevant to the RFP by prospective consultants prior to issuance of a contract.

Revisions to the Request for Proposal

In the event it becomes necessary to revise any part of the RFP, revisions will be provided to all proposers of record. The City of Salem shall bear no responsibility or liability due to copies of revisions lost in mailing or not delivered to a prospective consultant due to unforeseen circumstances.

Selection of Proposals

The top consultant(s) may be selected for an interview with staff. The City of Salem shall award a professional consulting contract to the responsible prospective consultant whose proposal conforms to the RFP, is the most advantageous to the City of Salem, and meets the requirements as stated in the proposal submission requirements.

The selected consultant will be required to sign a contract with the City of Salem in which s/he accepts responsibility for the performance of services as stated in the submitted proposal and be

prepared to commence work immediately upon execution of the signed contract and receipt of a Notice to Proceed.

Acceptance of Proposal Content

The contents of the proposal of the successful consultant, in its entirety, shall form the base of any contract that is awarded.

Successful Consultant Responsibilities

The successful consultant will be required to assume sole responsibility for the complete project as require by this RFP. The City of Salem will consider the successful consultant to be the sole point of contact with regard to contractual matters, whether or not subcontractors are used by the successful consultant for one or more parts of this project.

Subcontracting

Subcontracting will be allowed for tasks required by this RFP. Any intent to subcontract on the part of the prospective consultant must be specifically described in the proposal. The lack of identification of the subcontracted tasks in the proposed could disqualify the prospective consultant from further consideration. The City of Salem reserves the right to approve the use of all subcontractors.

Assignment

The successful consultant is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without prior written consent and approval by the City of Salem.

Ownership of Material

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

Access to Records

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

Insurance

See attached Contract for all information regarding relative requirements for the required insurances.

Additional Requirements

During the project's contract, the selected Consultant will attend all required meetings without additional compensation. In addition, the Consultant will meet with DPCD staff at the start of the project and as necessary throughout the project to review recommendations and project status.

Price Change

All prices shall be firm and not subject to increase during the period of this contract.

ATTACHMENT A

1. NON-COLLUSION:

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

2. TAX COMPLIANCE:

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

3. CORPORATE BIDDER *(if applicable)*:

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

(Corporate Seal)

(Secretary-Clerk)

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Proposer)

(Federal Tax Identification or Social Security Number)

(Date)

ATTACHMENT B

Proposed Timeline

| | |
|------------------|---|
| April-June, 2019 | Advertise Consultant RFP, Proposals Due Consultant selection and Award Contract |
| July, 2019 | Start-up meeting/DPCD provides copies of relevant documents to consultant Review of timeline Finalize Citizen Participation schedule (meetings, focus groups, interviews, etc.) |
| August, 2019 | Prepare bilingual handouts, display boards, presentation materials, etc. Data collection Prepare new low/mod area map on display board from Census data Draft online survey |
| September, 2019 | Initial public hearing Neighborhood meetings Release online survey |
| October, 2019 | Stakeholder interviews & focus groups Prepare summary of comments and develop priority recommendations |
| November, 2019 | Prepare draft plan sections & start submitting sections to DPCD Begin preparing IDIS template submission |
| December, 2019 | Prepare maps, tables, charts, and applicable illustrations Collect photographs as needed City issues RFPs for public services, economic development, housing and municipal activities |
| January, 2020 | City prepares budget (tentative on release of allocations) and determines project accomplishments |
| February, 2020 | Public service and municipal proposals due – City provides consultant with list of responses Finalize draft plans and makes copies City issues comment period notices |
| March, 2020 | 30-day comment period starts Final public hearing City Council approval of application submission |
| April, 2020 | City executes SF424 and certifications Finalize plans and makes copies Finalize IDIS template submission Finalize HUD checklist |

SAMPLE CONTRACT

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

This Contract made this XXXX day of XXXXXXXX, by and between the City of Salem, a municipal corporation located within the Commonwealth of Massachusetts, 93 Washington Street, Salem, MA 01970 (hereinafter, the “City”), and XXXX a corporation with a business address at 123 Main Street, Boston, MA 02111 (hereinafter, the “Vendor”).

Article 1

Scope of Services

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

Article II

Term of Contract

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

Article III

Compensation

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

Article IV

Affirmative Action

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

Article V

Compliance with Laws

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

Article VI

Incorporation of G.L.

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

Article VII

Independent Contractor

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

Article III City's Liability

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

Article IX Indemnification

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

Article X Insurance

General - The Vendor shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Vendor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Vendor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Salem, its agents and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.

Vendor's Comprehensive General Public Liability and Property Damage Liability Insurance

The Vendor shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Vendor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit or not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

Comprehensive Automotive and Property Damage Insurance - The Vendor shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Vendor while performing work under the Contract in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more

persons in any one accident; and Property Damage coverage in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property.

The Vendor must carry Workman's Compensation Insurance in the amounts prescribed under Massachusetts State Law and meet all other City and State Laws and Regulations.

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

All insurance coverage shall be at the sole expense of the Vendor and shall be placed with such company as may be acceptable to the City of Salem and shall constitute a material part of the contract documents.

The City of Salem shall be named as Additional Insured on the General and Auto Liability policies. In addition, a Waiver of Subrogation in favor of the City of Salem shall be granted on the General Liability policy.

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

Article XI Assignment

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

Article XII Inspection and Reports

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

Article XIII Termination for Cause

If, at any time during the term of this Contract, the City determined that the Vendor has breached the terms of this Contract by negligently or incompletely performing the work, or any part thereof, or by failing to perform the same, to the satisfaction of the City, or by not complying with the direction of the City or its agents, or by otherwise failing to perform this Contract in accordance with all of its terms and provision, the City shall notify the Vendor in writing stating therein the nature of the alleged breach and directing the Vendor to cure such breach within 10 days. The Vendor specifically agrees that it shall indemnify and hold harmless the City as provided in Article IX, from any loss, damage, cost, change, expense or claim arising out of resulting from such breach, regardless of its knowledge or authorization of the actions resulting in the breach. If the Vendor fails to cure said breach within 10 days, the City may, at its election at any time after the

expiration of said 10 days, terminate the Contract by giving written notice thereof to the Vendor specifying the effective date of termination. Upon the date so specified, this Contract shall terminate. Such termination shall not prejudice or waive any rights or action which the City may have against the Vendor up to the date of such termination and the Vendor shall be liable to the City for any amount which it may be required to pay in excess of the Contract sum provided herein in order to complete the work specified herein in a timely manner.

Article XIV
Notice

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

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

Article XV
Severability

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

Article XVI
Governing Law

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

Article XVII
Entire Agreement

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

All duly authorized as aforesaid, and its corporate seal to be hereto affixed.

CONTRACTOR:

By:

Authorized Signature

Authorized Officer (print name)

Title

CITY OF SALEM:

By:

Kimberley Driscoll,
Mayor

Laurie Giardella,
Finance Director

Tom Daniel
Director Planning & Comm. Development

Thomas Watkins,
Purchasing Agent

Approved as to form:

Elizabeth Rennard, Esq.,
City Solicitor

Req No.:

Account:

