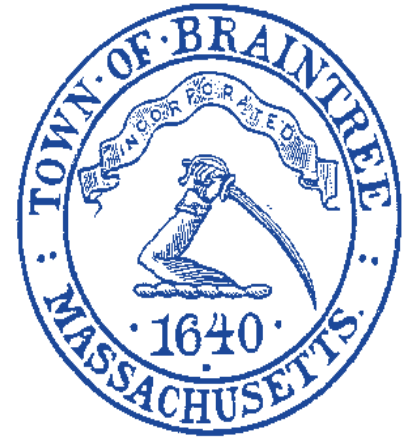
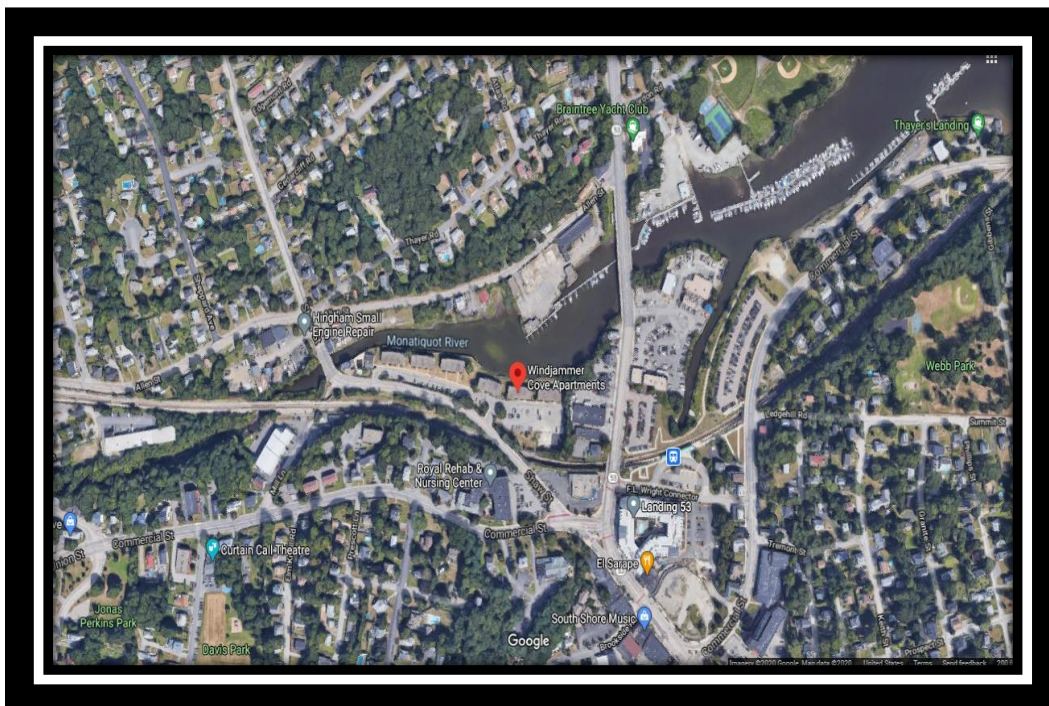


**REQUEST FOR QUALIFICATIONS (RFQ)
HOUSING CONSULTANT SERVICES
WINDJAMMER COVE RENTAL DEVELOPMENT
AFFORDABLE HOUSING CONVERSION PROJECT**



Mayor Charles C. Kokoros



**Release Date:
Friday, October 30, 2020**

**Responses Due:
12:00 PM on Monday, November 23, 2020
PART 1: Qualifications and PART 2: Price Proposal**

Project Contact:

Melissa M. SantucciRozzi, Assistant Director
Planning and Community Development
Town of Braintree - One JFK Memorial Drive
Braintree, Massachusetts 02184
781.794.8234 msantucci@braintreema.gov

RFQ Contact:

Lorraine See, Contract Administrator
Town of Braintree - One JFK Memorial Drive
Braintree, Massachusetts 02184
781.794.8144 lsee@braintreema.gov

Introduction

The Town of Braintree, (The Town) is seeking the services of a qualified Housing Consultant, to provide Consulting Services in support of Converting (19) 2-Bedroom Market Rate Rental Housing Units into Deed Restricted Subsidized Housing Units (65% to 80% of AMI) located at Windjammer Cove Apartments 19-71 Shaw Street, Braintree, Massachusetts 02184.

This Housing Development consists of (73) 2-Bedroom Rental Units and is located with a ¼ Mile from the Greenbush Commuter Rail Station. The Property Owner has expressed a strong willingness to work together with the Town of Braintree to complete this Conversion. Based on the Ownership Structure the Property owner is able to quickly execute contracts and authorize this Conversion. The Town is requesting the services of a Housing Consultant that will complete the project in two phases as outlined below.

Background

The Town of Braintree is located about 11 Miles from Boston. Braintree is considered a suburban community with a population of 37,200 (2018 Community Survey) and is located within the HUD/Boston-Cambridge-Quincy MA Metropolitan Statistical Area. The Area Median Income (AMI) within the MSA is \$119,000.00(2020) and the AMI in Braintree is \$94,945.00(2018). The Town benefits from an excellent transportation network, both automotive and rail. The Town is accessible by Route 93 and by Route 3. The Town has two (2) rail stations. The Braintree Station is served by the MBTA Redline and the Kingston/Plymouth/Middleboro/Lakeville Line Commuter Rail and the Braintree/Weymouth Landing Station served by the Greenbush Line.

According to the 2010 Census the Town had 14,260 year round housing units. Based on the Town's Projections, that number could increase by 600+/- Units to 14,860 when the 2020 Census is released. The Town has made great strides in meeting their affordable housing goals and state mandates. The Town of Braintree currently has 1,354 SHI Units (Plus 5 Pending (w/DHCD) Local Action Units) or 9.5% Subsidized Housing Units based on the 2010 Census and has a General Land Area Minimum of (GLAM) of 1.396% (HAC interlocutory Decision).

The opportunity to purchase a long term affordable housing restriction on 19 or 25% of the 73 Units within the WindJammer Cove Development will enable the Town to include all 73 Units on the Subsidized Housing Inventory and will further increase our SHI above 9.5% and will add additional eligible land to our GLAM.

Project Description

Phase I

Phase I consists of preparing a project timeline and cost schedule; housing, income, implementation and financial data collection and analysis; funding source identification (non-local). All of the tasks outlined in Phase I will be completed in support of an offer letter from the Town to the Property Owner to purchase the long term affordable housing restriction.

Phase II *(If the Property Owner and the Town Reach Agreement)*

Phase II will consist of execution of a Memorandum of Understanding/Contract with the Property Owner. Applying for and securing all identified eligible funding. Assisting the Town in ensuring the property owner's obligation under the contract are being completed in accordance with the project timeline. Preparation and Submission of the LAU Application and all required application materials and documents to DHCD. Preparation of a long term monitoring program and budget for the Town's on-going responsibilities.

Scope of Services

The Housing Consultant shall work with the Town to provide advice, consultant services and professional recommendations in support of purchasing and implementing a long-term affordable housing restriction.

Phase I:

- A. Gather information required to become familiar with the Project and the various parties that must be communicated with during the Project.
- B. Attend a project kick off meeting with the Town, The Property Owner and other Stakeholders and Housing Professionals.
- C. Prepare a project timeline that includes all required tasks, steps, actions and approvals by all parties involved, including the Town Staff, all Funding Sources, the Property Owner, the State (DHCD) and the Consultant. The Project timeline shall include a monthly project update meeting.
- D. Prepare a cost estimate for all required tasks, steps, actions and approvals for which the Town is responsible for in the project timeline in order to fully complete the purchase of and implement the Affordable Housing Restriction.
- E. Conduct detailed Market and Financial Analysis on the increase in the Area Median Income and how that will impact affordable rents in perpetuity. Provide financial calculations and data, in support of an offer to the developer to purchase a long term affordability restriction (65% to 80% of AMI) in perpetuity for (19) 2-Bedroom Units.

- F. Analysis and Evaluation of the developments Current Rents and Lease Terms to determine the most appropriate, timely, compliant and effective way to fund and implement the conversion given the CPA and other funding source requirements.
- G. Assist (50% of the Task) the Town with putting together a Budget, including identifying all eligible local, state and federal funding available for utilization in purchasing the long term affordable housing restriction.
- H. Preparation of any supporting Documents needed for presentation with the Offer Letter to the Property Owner.

Phase II:

- A. Assist (50% of the Task) the Town in the preparation of a Memorandum of Understanding/Contract, with the Property owner that outlines all of the property owners and Towns obligations to fully complete the Conversion resulting in 73 SHI Units. Said document(s) must comply with all Applicable Local, State and Federal Laws and Regulations.
- B. Assist (50% of the Task) the Town with Preparation of any required funding applications including but not limited to, the Community Preservation Committee, The South Shore HOME Consortium, The Braintree Town Council, or any State and Federal Entities. This may include meeting attendance.
- C. Ongoing support as needed to Complete Item B Above.
- D. Preparation of a Unit Conversion Schedule based on funding and unit lease-ups.
- E. Organization and Preparation of the Local Action Unit Application including preparing and obtaining all the items listed below;

Please attach the following documents to your application:

1. Documentation of municipal action (e.g., copy of special permit, CPA funds, land donation, etc.)
2. Long-Term Use Restrictions (request documents before submission):
 - For ownership projects**, this is the Regulatory Agreement for Ownership Developments, redlined to reflect any proposed changes and/or the model deed rider.
3. Documents of Project Sponsor's (developer's) legal existence and authority to sign the Regulatory Agreement:
 - appropriate certificates of Organization/Registration and Good Standing from the Secretary of State's Office
 - mortgagee consents to the Regulatory Agreement
 - trustee certificates or authorization for signer(s) to execute all documents
4. For Condominium Projects Only: The Condominium Master deed with schedule of undivided interest in the common areas in percentages set forth in the condominium master deed
5. Massachusetts Environmental Policy Act (MEPA) environmental notification form (ENF) – for new construction only (request form before submission)
6. Affirmative Fair Marketing and Lottery Plan, including:
 - ads and flyers with HUD Equal Housing Opportunity logo
 - informational materials for lottery applicants
 - eligibility requirements
 - lottery application and financial forms
 - lottery and resident selection procedures
 - request for local preference and demonstration of need for the preference
 - measures to ensure affirmative fair marketing, including outreach methods and venue list
 - name of Lottery Agent with contact information

- D. Submission of the Local Action Unit Application to DHCD.
- E. Ongoing oversight as directed by the Town of Property Owners Obligations under the MOU/CONTRACT. Assisting the Town with ensuring all obligations are completed as to not cause a delay in the Occupancy of the Affordable Housing Units.
- F. Advertiser, Administer, Screen and Conducting the Housing Lottery.
- G. Preparation of an a Long Term Monitoring Program including costs, that outlines and details all procedures required as part of the Town's responsibility as it relates to the long term affordability monitoring.

PART 1

Requirements, Experience and Qualifications

Minimum Requirements:

In order to be eligible for selection, each Respondent must certify in its cover letter that it meets the following minimum requirements. Any Response that fails to include such certification in its response, demonstrating that these criteria have been met, will be rejected without further consideration. Each Respondent must designate an individual who will serve as the Housing Consultant Contact (HCC). The HCC shall be employed by a Massachusetts Entity and shall have served in the same role working for a municipality under a contract that included a very similar scope of services, a minimum of three (3) times within the last 8 Years.

- A. The Respondent shall be a company(s), corporation(s) or sole proprietor registered to do business in and that is in good standing with the Commonwealth of Massachusetts.
- B. The HCC shall have a Bachelor Degree in Law, a Planning Discipline, Real Estate, Finance or other related field and at least five (5) years of experience completing tasks and projects in the area of Housing Development, Affordable Housing Financing, Local Action Unit Applications and Housing Lotteries.
- C. A statement indicating that they have current policies for all required insurance for general liability, automobile, worker's compensation (statutory) and professional services liability. (Copies will be requested at a Later Date)
- D. The Respondent shall be able to immediately start the project upon awarding the contract.

Evaluation Criteria

In addition to the minimum requirements set forth above, all Respondents must demonstrate that they have significant experience, knowledge and consulting abilities with respect to Affordable Housing in Massachusetts. The Town will evaluate Respondents qualifications based on criteria that shall include, but not be limited to, the following:

- A. Experience, knowledge and consulting abilities related to the preparation of all of the Documentation required in Support of a Complete and Proper submission of a Local Action Unit Application to DHCD.
- B. Experience, knowledge and consulting abilities that include converting market rate rental housing into deed restricted affordable rental housing that is SHI eligible.
- C. Experience, knowledge and consulting abilities regarding the The Community Preservation Act and the Community Preservation Committee Application Progress for funding.
- D. Experience, knowledge and consulting abilities regarding HUD HOME Funding through a Consortium and the HOME Application processes.

- E. Experience, knowledge and consulting abilities working with local and state housing agencies including but not limited to Municipalities, Community Preservation Committees, MassHousing, DHCD, HUD and local Affordable Housing Trusts.
- F. Experience, knowledge and consulting abilities in identifying funding sources for budget preparation.
- G. Experience, knowledge and consulting abilities in Affordable Housing Lotteries.
- H. Experience, knowledge and consulting abilities working with Multi-Family Housing developers, managers and owners. Please provide contact information for all examples as they may be used as references.
- I. Experience, knowledge and consulting abilities, providing these types of housing consulting services to a municipality. Please provide contact information for all examples as they may be used as references.
- J. Experience, knowledge and consulting abilities to complete the project in the most time effective manner and adhering to the project timeline, including expediting the schedule by expanding the Staff on the project.
- K. Sufficient Capacity and Skills: Respondents will identify staff by name/title and will provide a resume for each, as well as a list of projects completed by the employees and their percentage of involvement. The same shall also be provided for any sub-consultants.
- L. Sufficient Staffing and Time Available: Respondents shall provide current and projected workload for projects over the next 12 months that include staff and sub-consultants that would be assigned to this project.
- M. A written narrative of how the HCC and any additional staff or sub-consultant will complete each task outlined in each of the II Phases.

PART 2

Price Proposal

1. A Fee Proposal for each item within the Scope of Services outlined in each of the II Phases and a Total Fee Proposal for all of the Housing Consulting Services in:
 - REQUEST FOR QUALIFICATIONS (RFQ)
 - HOUSING CONSULTANT SERVICES
 - WINDJAMMER COVE APARTMENTS AFFORDABLE CONVERSION
2. A list of the HCC, the Staff and the Sub-Consultants, their hourly rates (fixed for the duration of the project/contract and any addendums to the contract) and their anticipated percentage of involvement in the Scope of Services for each of the II Phases.

PLEASE NOTE:

- 1. The responders may include attachments that help demonstrate experience, knowledge and consulting abilities related to the Scope of Work outlined for the Housing Consulting Services.***
- 2. Part 1 and Part 2 shall be submitted in separate sealed envelopes. Failure to do so will result in immediate rejection of your response.***
- 3. Failure to fully respond to all the criterion may result in rejection of the response.***
- 4. Please note that submitted material is public record. Requests to keep submitted information confidential will not be honored.***
- 5. No questions will be accepted and no addendum will be issued for this the RFQ.***

Selection Process and Selection Schedule

In order to establish a list of the top two (2) Respondents to be interviewed, the Town will base its initial ranking of Respondents on the above Evaluation Criteria. The Town will establish its final ranking of the top two (2) Respondents after conducting interviews and reference checks.

The Town reserves the right to consider any other relevant criteria that it may deem appropriate, within its sole discretion. The Town may or may not, within its sole discretion, seek additional information from Respondents. This Request for Qualification, and the selected Respondent's response, will become part of the executed contract. The HCC, Staff and sub-consultants that the Respondent identifies in its response must be contractually committed to the Project. No substitution or replacement of the HCC, Staff or sub-consultants shall take place without the prior written approval of the Town.

The selected Respondent will be required to execute a Contract with the Town and incorporated by reference herein. Prior to execution of the Contract for Housing Consulting Services with the Town, the selected Respondent will be required to submit to the Owner a certificate of insurance that meets the requirements set forth in the Contract. Prior to execution of the Contract, the fee for services may be negotiated between the Owner and the selected Respondent to the satisfaction of the Town, within its sole discretion. The proposed fees should include all direct and indirect expenses as well as the costs of all sub-consultants and reimbursable expenses. Hourly rates for the HCC, Staff and sub-consultants assigned to the project should be indicated on the fee proposal. The selected Respondent will be required to provide pricing information for all Phases specified in the Contract at the time of fee negotiation.

The Mayor has designated the following individuals to conduct the evaluation process: Assistant Director of Planning and Community Development, the Chief of Staff and Operations and The Mayor or his Designee.

The following is a tentative schedule of the selection process, subject to change at the Town's discretion:

Date	Action
Friday - October 30, 2020	RFQ available on Town Website
Monday – November 23, 2020	Responses Due
Week of November 30, 2020	Choose and Interview 2 Final Respondents
Week of December 7, 2020	Negotiate with selected Respondent
December 14, 2020	Obtain CPC Consultant Funding
By End of the Year	Execute Contract with Consultant

Requests for Qualifications may be obtained
on the Town of Braintree Website www.braintreema.gov
Under the Department of Planning and Community Development
by clicking the link **RFQ - Housing Consultant Services**

Both Part 1 and Part 2 of the Sealed Responses to this RFQ must be clearly labeled "HOUSING CONSULTANT SERVICES PART 1" and "HOUSING CONSULTANT SERVICES PART 2" and shall be delivered to:

Lorraine See, Contract Administrator
Town of Braintree
One JFK Memorial Drive
Braintree, Massachusetts 02184
lsee@braintreema.gov
781-794-8144

Responses Due:
12:00 PM on Monday, November 23, 2020
PART 1: Qualifications
PART 2: Price Proposal

The Town assumes no responsibility or liability for late delivery or receipt of Responses. All responses received after the stated submittal date and time will be judged to be unacceptable and will be returned unopened to the sender. If Town Hall is closed unexpectedly for weather or other unforeseen circumstances, proposals will be accepted until Noon on the next full day that Town Hall is open. The date and time in which all packages are received will be noted on the outside of the package by Lorraine See upon receipt.

Response Requirements

Submit four (4) hard copy sets (Part 1 and Part 2) of the response to this Request for Qualifications and one (1) electronic version in PDF format on a flash drive.

All responses shall be:

- A. Presented in 2 Separate Sealed envelopes with the Required Labeling.
- B. Presented in an clear and legible manner and written in English;
- C. Presented in the same order in which they appear in the RFQ and include all Part 1 and Part 2 Forms.
- D. A Cover Letter must be provided and shall include:
 - a. An acknowledgement that no questions were accepted and no addendum were issued to the RFQ.
 - b. An acknowledgement that the Respondent has read the Minimum Requirements and a statement that the Respondent meets said Minimum Requirements.
 - c. A description of the Respondent's organization and its history and how it appropriate to provide the requested Housing Consulting Services on its own or with the use of Sub-Consultants.
 - d. The name, title, address, e-mail and telephone number of the contact person who can respond to requests for additional information.
- E. Evaluation Criteria: The proposals shall address the Respondent's ability to meet the "Evaluation Criteria". Respondents shall include as much detail needed to properly demonstrate how they meet the evaluation criteria. Items like graphic materials, previous contracts and sample documents that best demonstrate the experience, knowledge and consulting abilities of the Respondent's Team may also be provided.
- F. Hard copy sets shall be 8.5 by 11 and shall be bound in a booklet or binder format.

Additional Information

Public Record

All responses and information submitted in response to this RFQ are subject to the Massachusetts Public Records Law, M.G.L. c. 66, § 10 and c. 4, § 7(26). Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.

Waiver/Cure of Minor Informalities, Errors and Omissions

The Owner reserves the right to waive or permit cure of minor informalities, errors or omissions prior to the selection of a Respondent, and to conduct discussions with any qualified Respondents and to take any other measures with respect to this RFQ in any manner necessary to serve the best interest of the Owner and its beneficiaries.

Communications with the Town

The Town's Representative for this Request for Qualifications is:

Lorraine See, Contract Administrator
Town of Braintree
One JFK Memorial Drive
Braintree, Massachusetts 02184
lsee@braintreema.gov
781-794-8144

Respondents that intend to submit a response are prohibited from contacting any of the Town Staff other than the Contract Administrator and the only acceptable questions will be procedural. Due to the short timeframe for responses, other questions will not be accepted and addendums will not be issued by the Town. An exception to this rule applies to Respondents that currently do business with the Town, but any contact made with persons other than the Contract Administrator must be limited to that business, and must not relate to this RFQ. In addition, such respondents shall not discuss this RFQ with any of the Town's consultants, legal counsel or other advisors.

Costs

The Town will not be liable for any costs incurred by any Respondent in preparing a response to this RFQ or for any other costs incurred prior to entering into a Contract with the Town.

Withdrawn/Irrevocability of Responses

A Respondent may withdraw and resubmit their response prior to the deadline. No withdrawals or re-submissions will be allowed after the deadline.

Rejection of Responses, Modification of RFQ

The Owner reserves the right to reject any and all responses if the Owner determines, within its own discretion, that it is in the Owner's best interests to do so. This RFQ does not commit the Owner to select any Respondent, award any contract, pay any costs in preparing a response, or procure a contract for any services. The Owner also reserves the right to cancel or modify this RFQ in part or in its entirety, or to change the RFQ guidelines. A Respondent may not alter the RFQ or its components.

PART 1:
NON-PRICE PROPOSAL FORM
HOUSING CONSULTANT SERVICES
WINDJAMMER COVE APARTMENTS AFFORDABLE CONVERSION
TOWN OF BRAINTREE

NAME OF PROPOSER: _____

ADDRESS: _____

TOWN/STATE/ZIP: _____

Please disclose any conditions (bankruptcy or other financial problems, pending litigation, etc.) that may affect the Proposer's ability to perform contractually. This applies to the individual, partners, or corporate officers responding to this RFP. (Attach additional pages if necessary.)

Has the proposer (individual, partners, or corporate officers) ever been dismissed or disqualified from a bid/contract within the past five years, and if yes, please state the reason(s). (Attach additional pages if necessary.)

By signing this proposal for housing consultant services, I (we) hereby bind _____ (name of individual or company) to all comments made in the proposal, and accept all of the provisions made in the Request for Qualifications.

BY _____
(Signature of Person Signing Proposal*)/(date)

(Title)

(State of Incorporation, if a Corporation)

*Proposal should be signed in ink **by a person having proper legal authority**, and the person's title should be given, such as "owner" in the case of an individual, "partner" in the case of a general partnership, "president", "treasurer" or other authorized officer in the case of a corporation.

PART 1:
Minimum Quality Requirements

In order for a Proposal to receive further consideration, Respondent must unconditionally check "Yes" to each Quality Requirement below. A Proposal will be rejected in its entirety if a Respondent fails to check "Yes", or who modifies, qualifies, or limits its affirmative response in any way.

Circle "Yes" or "No" for each of the following requirements:

- a. Respondent is a company(s), corporation(s) or sole proprietor registered to do business in and that is in good standing with the Commonwealth of Massachusetts.

Yes No

- b. Respondent must have a Bachelor Degree in Law, a Planning Discipline, Real Estate, Finance or other related field and at least five (5) years of experience completing tasks and projects in the area of Housing Development, Affordable Housing Financing, Local Action Unit Applications and Housing Lotteries.

Yes No

- c. Respondent must have current policies for all required insurance for general liability, automobile, worker's compensation (statutory) and professional services liability

Yes No

- d. Respondent must be able to start the project immediate upon award of contract.

Yes No

Signature:

(Must be signed by Corporate Officer, Partner, or Sole Proprietor)

Print Name of Above

Title

Date

References

Please provide references from organizations for which you have provided services in the last five years, selecting those for whom the work was most similar to the work requested by the Town of Braintree.

REFERENCE FORM:

Municipality or Firm				
Dates of Service				
Contact Person & Title				
Phone Number:			E-Mail	
Description of Services:				

Municipality or Firm				
Dates of Service				
Contact Person & Title				
Phone Number:			E-Mail	
Description of Services:				

Municipality or Firm				
Dates of Service				
Contact Person & Title				
Phone Number:			E-Mail	
Description of Services:				

RESPONDER MAY PROVIDE ADDITIONAL REFERENCES OR ON AN ALTERNATE TYPED FORM

SAMPLE CONTRACT BETWEEN THE TOWN OF BRAINTREE AND VENDOR SAMPLE DO NOT FILL OUT

This Contract is made on this ___ day of _____, 2020 between the Town of Braintree, acting by and through its duly elected Mayor (hereinafter, the "Town") and Vendor, (hereinafter, the "Vendor") whereby the parties contract for services under the terms and conditions set forth herein.

I. PARTIES

The parties to this contract are the Town of Braintree, acting by and through its duly elected Mayor and Vendor. The Town of Braintree is a municipal corporation of the Commonwealth of Massachusetts having a principal place of business at One J. F. K. Memorial Drive, Braintree, MA 02184 and Vendor is a (corporation/sole proprietorship/limited liability company/ partnership) with a principal place of business at_____.

II. DESIGNATED REPRESENTATIVES

The Town designates _____ (name and title) and Vendor designates _____ (fill in name and title) as their authorized representatives to provide approvals, directives, and permissions including changes, and to receive notices or other communications under this Agreement at the addresses stated above.

III. CONTRACT DOCUMENTS

The contract documents shall consist of the following:

- 1) This Agreement;
- 2) Town’s Specifications, dated _____;
- 3) Vendor’s proposal, dated _____;
- 4) Vendor’s Certificate of Non-Collusion;
- 5) Vendor’s Certificate of Tax Compliance; and
- 6) Vendor’s Certificate of Authorization;
- 7) Vendor’s Performance & Payment Bonds, if applicable;
- 8) Vendor’s Certificate of Insurance;
- 9) Vendor’s Additional Insured Endorsement Page; and
- 10) Prevailing Wage Schedule, if applicable.

Such contract documents shall be incorporated herein by reference and made a part of this Contract, which represents the entire agreement and understanding between the Parties. This contract is subject to the laws of the Commonwealth of Massachusetts. All pertinent laws and regulations are applicable as if fully written out in this document. If the terms of any of the documents are in conflict, the terms of this Contract shall prevail.

IV. SERVICES

The scope of services to be provided by Vendor is as follows:

(Insert description of services to be rendered. If services are detailed in the Town’s Specifications, attach copy of the specifications and insert here: “The services to be performed by Vendor are fully described in the Town’s Specifications, which are attached hereto and incorporated herein by reference.” If the services are procured through the State bid list or through a consortium bid, please insert name and reference number to such bid.)

V. QUALITY OF WORK

Vendor represents that it will perform services for the Town using that degree of care and skill ordinarily exercised by and consistent with the standards applicable to persons performing similar services under similar conditions in the same locality. Vendor shall be liable for its services rendered under this Contract.

VI. COMPENSATION

On a monthly basis, Vendor shall submit invoices to the Town with any reasonable supporting documentation requested by the Town, reflecting the services performed during said month. Upon satisfactory review of said invoices and documentation, the Town shall remit payment to Vendor. The Town shall not pay any interest or late fees. Total compensation to be paid to Vendor pursuant to this contract shall not exceed \$_____.

VII. TIME FOR PERFORMANCE

All services to be performed pursuant to this contract shall be completed by Vendor by _____. There will be no automatic renewals. Continuation of the service will require a new contract executed between the parties.

VIII. SUBJECT TO APPROPRIATION

Notwithstanding anything in the contract documents to the contrary, any and all payments which the Town is required to make under this contract shall be subject to appropriation or other availability of funds, as certified by the Town Accountant.

IX. ENFORCEABILITY OF CONTRACT

This contract is binding upon and enforceable against the Town if this contract is signed by the Mayor, endorsed by the Town Accountant as to appropriation or availability of funds, and endorsed as to form by the Town Solicitor. This contract is binding and enforceable against Vendor if signed by their authorized representative.

X. ASSIGNMENT

Vendor shall not delegate, assign or transfer its duties or interest in this Contract without the express written consent of the Town. If approved by the Town, this contract shall be binding upon Vendor's assigns, transferees and/or successors in interest.

XI. PREVAILING STATUTORY AUTHORITY

The validity, interpretation and performance of this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. All proceedings under this Contract or related to the Project shall be brought in the courts of the Commonwealth of Massachusetts.

XII. CONFLICT OF INTEREST

Both the Town and Vendor stipulate to the applicability of Massachusetts General Law Chapter 268A, the Conflict of Interest Statute. The Parties further stipulate that the terms and conditions of this contract expressly prohibit any activity which constitutes a violation of this statute. By executing this contract, Vendor certifies that neither it nor any of its agents, employers or subcontractors is in violation of Massachusetts General Laws Chapter 268A.

XIII. INSURANCE

Vendor shall maintain the insurance coverage listed below. With the exception of Workers' Compensation and Professional Errors and Omissions insurance coverage, Vendor is required by this agreement to name the Town of Braintree as an additional insured and to provide the Town with certificates of insurance coverage indicating that the Town of Braintree has been added as an additional insured under all insurance coverages required by this contract. Further, Vendor is required to provide the Town of Braintree with a copy of the current additional insured endorsement page, reflecting that the Town of Braintree has been listed as an additional insured, for each insurance policy to which the Town of Braintree has been added. **If Subcontractors are used, all of the provisions of this section apply to the Subcontractor(s).**

- A. General Comprehensive Liability in the amount of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate;
- B. Automobile Liability (applicable for any vendor/consultant who has an automobile operating exposure) in the amount of \$1,000,000 for bodily injury and property damage per accident;
- C. Professional Errors and Omissions Liability (applicable for any vendor/consultant providing design, architectural, engineering, financial advising or similar services) in the amount of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate;
- D. Pollution Liability (applicable for any vendor/consultant who has pollution exposure) in the amount of \$3,000,000 for each occurrence and \$3,000,000 in the aggregate;
- E. Umbrella Liability of \$2,000,000 for each occurrence and \$2,000,000 in the aggregate; and
- F. Workers' Compensation and Employer's Liability in the amount as may be required by Massachusetts General Laws Chapter 152.

The parties acknowledge that the types of insurance and coverage limits listed herein are the minimum necessary for the Vendor to be awarded this contract. The types of insurance and coverage limits stated herein are not intended in any way to limit the Vendor's liability for any damages arising from the Vendor's performance of services under this contract.

The Vendor is required to maintain the above-referenced insurance coverage throughout the duration of this contract. If, at any time while this contract is in effect, any of the above insurance coverages should lapse, the Vendor shall immediately notify the Town of Braintree, and within thirty (30) days of said lapse, the Vendor shall provide the Town of Braintree with a new certificate of insurance coverage.

XIV. INDEMNIFICATION

Vendor hereby indemnifies and agrees to hold harmless the Town against any liability including all claims for bodily injury or property damage that may arise out of Vendor's performance of its obligations under this contract by itself or a subcontractor, officer, agent or employee.

XV. TERMINATION

This contract may be terminated by either party upon receipt of thirty (30) days advance written notice by certified mail to the Designated Representative identified in Paragraph II. In case of such written notice of termination, all services under this contract shall cease with the exception of such work as may be necessary to bring the work in progress to a reasonable and safe condition. Vendor shall then submit a final bill based on work actually performed. There shall be no penalty for termination for the convenience of the Town.

XVI. BREACH OF CONTRACT

Failure of Vendor to comply with any of the terms or conditions of the contract shall be deemed a material breach of contract, and the Town shall have all the rights and remedies provided in the contract documents, including the right to terminate or suspend the contract and to pursue its rights in any and all actions of law or equity or other proceedings with respect to a breach of contract.

In the event that a breach of contract may occur, this contract may be deemed null and void upon fourteen (14) days written notice by certified mail to the Designated Representative identified in Paragraph II, and the Town may pursue any remedies deemed necessary to secure the interests of the Town, provided, however, that this contract shall be and remain in full force and effect, and no action shall be taken by the Town if Vendor cures said breach within the fourteen day period.

XVII. CERTIFICATION OF TAX COMPLIANCE

This contract shall include a certification by Vendor that Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes, as required by Massachusetts General Laws Chapter 62C, §49A. Said Certification is attached hereto.

XVIII. PREVAILING WAGE RATES (applicable to any public works or public building project, including tree removal)

Vendor represents that it shall comply with the provisions for prevailing wages as governed by M.G.L.c.149, §§26-27, and as established by the Department of Labor, Division of Occupational Safety. Vendor shall furnish the Town a copy of Vendor 's certified weekly payroll records throughout the duration of this Agreement.

In addition, Vendor shall be responsible for ensuring that it, and any of its subcontractors, furnish the Department of Labor and Workforce Development/Division of Occupational Safety a Statement of Compliance with the provisions of M.G.L.c.149, §§26-27 upon completion of the services performed under this Agreement.

For Vendor:

For the Town of Braintree:

(Signature and Title)
Date: _____

Charles C. Kokoros, Mayor
Date: _____

Nicole Taub
Chief of Staff and Director of Operations/Town Solicitor
Date: _____

Approved As to Form:

Recommended by:

Crystal Huff, Assistant Town Solicitor
Date: _____

Department Director
Date: _____

Approved as to Available Funds on _____ (Insert Date)

Mark Lin, Town Accountant
Account No. _____ Munis Req. No. _____ Purchase Order No.: _____

PART 1

CERTIFICATION OF TAX COMPLIANCE

I, _____, for _____,
(Name of representative, position/title) (Company / Consultant)

a Company, Consultant or Corporation existing or formed under the laws of the
_____, having a principal place of business at
(state)

_____, hereby certify that the
(Company/Consultant/Corporation Business Address)

Company/Consultant/Corporation is in full compliance with all laws of the
Commonwealth of Massachusetts relating to taxes, as required by
Massachusetts General Laws, Chapter 62C, Section 49A.

Signed under pains and penalties of perjury this _____ day of
_____, 20____.

Company Name

(signature of representative/position/title, must be Corporate Officer or CFO)

(print name of person signing above)

Date: _____

CERTIFICATION OF NON-COLLUSION

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

For (Vendor/Company) *

Signature

Printed Name: _____

Title: _____

Date: _____

*Must be signed by the person signing the bid, proposal, or contract.

Certificate of Authorization

(NOTE: A certified vote of the corporation may be substituted for this form.)

The Vendor, _____ is: (CHECK ONE)
(Name of Company/Consultant/Corporation)

_____ A. a corporation formed and existing under the laws of the state of _____, and pursuant to the corporate by-laws,

(Insert Name and Title of Person Signing Proposal/Contract)

is authorized to execute contracts in the name of said corporation. Such execution of any contract or obligation in this corporation's name on its behalf by such duly authorized individual shall be valid and binding upon the corporation.

_____ B. a limited liability company or a partnership formed and existing under the laws of the state of _____, and pursuant to the limited liability company agreement or partnership agreement,

(Insert Name and Title of Authorized Representative)

is authorized to execute contracts in the name of said company or partnership. Such execution of any contract or obligation in this company or partnership's name on its behalf by such duly authorized individual shall be valid and binding upon the company or partnership.

_____ C. is a sole proprietorship owned and operated exclusively by the undersigned.

(Insert Name and Title of Authorized Representative)

Execution of any contract or obligation in this sole proprietorship's name by such duly authorized individual shall be valid and binding.

Signature:
(Must be signed by Corporate Officer, Partner, or Sole Proprietor)

Print Name of Above

Title

Date

PART 2

TOWN OF BRAINTREE
REQUEST FOR QUALIFICATIONS (RFQ)
HOUSING CONSULTANT SERVICES
WINDJAMMER COVE APARTMENTS AFFORDABLE CONVERSION

Name and Address of Proposer:

Name: _____

Title: _____

Phone: _____

E-Mail: _____

Contact Person for this Proposal:

<p>Lump Sum Fee for Services:</p> <p>Numerical: _____</p> <p>In Words: _____</p> <p>_____</p> <p><i>In the event of a discrepancy, the price <u>in words</u> prevails.</i></p>
--

Signature: _____

Signature: _____

By signing this proposal for the housing consultant services, I (we) hereby bind _____ (name of proposer) to all comments made in the proposal, and accept all of the provisions made in the Request for Qualifications.

Name Title Date

Name Title Date

Signature must be authorized by a Certificate of Authorization