

INTERMUNICIPAL AGREEMENT

THIS INTERMUNICIPAL AGREEMENT ("Agreement") is entered into by and between the Towns of Harvard, Hudson, Bolton, Boxborough, Littleton, Lancaster and Stow, by and through each town's Board of Selectmen, hereafter referred to individually as a "Municipality" and collectively as the "Municipalities;" the Hudson Municipal Affordable Housing Trust, by and through its Board of Trustees, hereinafter referred to as the "Trust," with no such Selectman or Trustee having personal liability; and the Devens Enterprise Commission and MassDevelopment Devens, by and through its duly authorized signatories, hereinafter referred to as "Devens," with no such Selectman or Trustee having personal liability, commencing this __ 1st day of July 2020, as follows:

WHEREAS, the Municipalities and Devens desire to share the services and costs of a common Regional Housing Consultant ("RHC"); and

WHEREAS, the Town of Hudson, through its Hudson Municipal Affordable Housing Trust and the administrative support of the Hudson Planning & Community Development Department, is willing and capable of acting as the lead Municipality (the Town of Hudson acting through the Trust being referred to in this Agreement as the "Lead Municipality") in procuring, and overseeing such Consulting Services; and

WHEREAS, each of the Municipalities has authority to enter into this Agreement pursuant to G.L. c. 40, §4A; the Trust has authority to enter into this Agreement pursuant to G.L. c. 44, §55C; and Devens has authority to enter into this Agreement pursuant to G.L. c. 498 Acts of 1993. The authorizing vote of each Municipality's Board of Selectmen, the Trustees of the Trust, and the MassDevelopment Devens Vice President for Operations and the Director/Land Use Administrator for the Devens Enterprise Commission is also appended hereto as Exhibit B.

Town of Harvard, duly authorized by its Select Board
Town of Hudson, duly authorized by its Board of Selectmen
Hudson Municipal Affordable Housing Trust Fund, duly authorized by its Board of Trustees
Town of Bolton, duly authorized by its Board of Selectmen
Town of Boxborough, duly authorized by its Select Board
Town of Littleton, duly authorized by its Board of Selectmen
Town of Lancaster, duly authorized by its Board of Selectmen
Town of Stow, duly authorized by its Board of Selectmen
Devens Enterprise Commission and MassDevelopment Devens, duly authorized by its Commissioners (DEC) and Board (MassDevelopment)

NOW, THEREFORE, the Municipalities, the Trust, and Devens, in mutual consideration of the covenants contained herein, intending to be legally bound, agree under seal as follows:

1. Term. The term of this Agreement shall commence on the date set forth above. The term of this Agreement shall expire three (3) years from the date set forth above for all parties, unless sooner amended or terminated as set forth herein. This Agreement may be

renewed in three (3) year increments by an extension duly authorized by the Municipalities pursuant to G.L. c. 40, §4A, the Trust pursuant to G.L. c. 44, §55C, and Devens pursuant to G.L. c. 498 Acts of 1993, as applicable to each entity. Any Municipality, the Trust, or Devens may withdraw from the Agreement as defined below.

2. Lead Municipality. During the Term of this Agreement, the Town of Hudson, acting as the Lead Municipality through the Trust, shall oversee the RHC. The Town of Hudson, through its standard procurement practices, through the Trust, shall contract with a suitable RHC to provide the housing administrative services to all the participating Municipalities and Devens as described in Section IV: "Project Overview, Scope of Work, & Deliverables" (p.8-15) of the Request for Proposals for MAGIC Regional Housing Consultant Services ("RFP") issued publicly on April 20, 2020, a copy of which is attached to this Agreement as Exhibit A and incorporated herein.

3. Duties. During the Term of this Agreement, the RHC shall perform the housing administrative services described in the RFP pursuant to a contract entered into by the Lead Municipality with the RHC ("RHC Contract").

4. Fee Structure. The Municipalities and Devens have identified the need for services from the RHC in an approximate annual allocation of hours as indicated in Exhibit A, Table 2: Estimated Hours by Service Type, attached and incorporated herein, as derived from the RFP. The Municipalities and Devens acknowledge that Monitoring Services and Regional Activities (listed in Exhibit A, Table 2: Estimated Hours by Service Type), are base contract services (the "Base Contract Services"). As part of this Agreement and the RHC Contract, participating Municipalities and Devens may also avail themselves of additional local support in the amount of hours specified in Exhibit A, Table 2: Estimated Hours by Service Type under "Local Support". The executed RHC Contract shall have a fixed amount not to exceed the hours so designated in Exhibit A, Table 2: Estimated Hours by Service Type.

5. Appropriation. Upon signing of this Agreement, each Municipality and Devens shall appropriate or shall have available through available funds held in its own Affordable Housing Trust Fund a minimum amount equal to the Base Contract Services for Monitoring Services and Regional Activities as expressed in the RHC Contract plus the administrative fee for the Lead Municipality of \$350 per year per Municipality and Devens, and a maximum amount not to exceed the total price identified in the RHC for the given Municipality or Devens. Any RHC hours, desired by individual Municipalities or Devens in excess of the amount of hours specified in Exhibit A, Table 2: Estimated Hours by Service Type, shall first be pre-approved by the requesting Municipality or Devens as applicable, the RHC, and the Lead Municipality, and shall not exceed 25% of the allotted hours in Exhibit A, Table 2: Estimated Hours by Service Type, pursuant to G.L. c. 30B.

6. Payment. The Town of Hudson as Lead Municipality shall quarterly invoice the Municipalities and Devens for the preceding quarter with payment due within thirty (30) days of the invoice date for work actually performed and billed by the Consultant; and the Municipalities and Devens shall make such payments to the Lead Municipality pursuant to the RHC Contract.

7. Yearly Adjustments. The annual allocation of hours in Exhibit A, Table 2: Estimated Hours by Service Type shall be reviewed and adjusted, if necessary, annually, three (3) months prior to the end of each fiscal year. The Town of Hudson as Lead Municipality shall provide to all Municipalities and Devens a record of the actual hours of services provided to each Municipality and Devens, and make any adjustments necessary for the following fiscal year.

8. Addition of New Entities to Agreement. Any entity, municipal or otherwise, not a part of this Agreement may petition the parties involved in this Agreement to join the Agreement. Petitions shall be made no later than six (6) months prior to the end of each fiscal year and the Municipalities and Devens shall vote on the request no later than three (3) months prior to the end of the fiscal year. In order to approve the addition of a new entity to the Agreement, no less than a super majority of the Municipalities and Devens must approve the addition. New entities may only officially join the Agreement and begin receiving services from the RHC at the beginning of a fiscal year.

9. Termination. Any Municipality or Devens other than the Town of Hudson as Lead Municipality, by a vote of its respective authorizing Board, may withdraw from and terminate this Agreement at the end of any fiscal year with the provision of at least six (6) months prior written notice to the Lead Municipality. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination. Upon such termination, the Lead Municipality shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality or Devens for payment within thirty (30) days thereafter. The Town of Hudson as Lead Municipality, by a vote of its Board of Selectmen, and the Hudson Municipal Affordable Housing Trust, by vote of its Board of Trustees, may together terminate this Agreement upon the provision of at least two (2) months prior written notice to the participating Municipalities and Devens. After termination of this Agreement, the Town of Hudson as Lead Municipality shall remain liable to the participating Municipalities and Devens for any portion of the payments received not earned. Any Municipality or Devens may withdraw at the end of any fiscal year in which the municipal legislative body or Devens equivalent bodies have not appropriated funds sufficient to support that municipality's or Devens' participation in the subsequent fiscal year. In such an event, the municipality or Devens shall give as much notice to other subscribers to this Agreement as the circumstances allow.

10. Steering Committee. There shall exist an Intermunicipal Steering Committee comprised of one (1) representative from each Municipality and Devens, who shall be appointed by the appropriate appointing authority of the Municipality and Devens. The Committee shall meet as needed, generally on a quarterly basis. The RHC, with direction from the Town of Hudson as Lead Municipality, shall prepare and send to each municipality a quarterly status report prior to the quarterly meeting.

11. Conflict Resolution. The Advisory Committee may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Municipality and Devens, and changes to the annual allocation of hours as indicated in Exhibit A, Table 2: Estimated Hours by Service Type. Any recommendations made to the Planning & Community Development Director overseeing the

RHC must be made by a majority vote. Any unresolved issues shall be decided by the Executive Assistant (Chief Administrative Officer) of the Town of Hudson.

12. Financial Safeguards. The Town of Hudson as Lead Municipality shall maintain separate, accurate, and comprehensive records of all services performed for each of the Municipalities and Devens hereto, and all contributions received from the Municipalities and Devens. The Town of Hudson as Lead Municipality shall issue a financial report for each fiscal year to each of the Municipalities and Devens by December 31st of the following fiscal year.

13. Assignment. None of the Municipalities or Devens shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities and Devens.

14. Amendment. This Agreement may be amended only in writing pursuant to a vote by all Municipalities, and the Trust, duly authorized thereunto.

15. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.

16. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

17. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement, and shall not affect the interpretation of this Agreement.

18. Notices. Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality or Trust giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town of Hudson

Hudson Board of Selectmen
c/o Thomas Moses, Executive Assistant
78 Main Street
Hudson, MA 01749

Hudson Municipal Affordable Housing Trust Fund

c/o Jack Hunter, Planning & Community Development Director
78 Main Street
Hudson, MA 01749

Town of Harvard

Harvard Select Board
c/o Timothy P. Bragan
13 Ayer Road
Harvard, MA 01451

Town of Bolton

Bolton Board of Selectmen
c/o Erica Uriarte, Town Planner
663 Main Street
Bolton, MA 01740

Town of Boxborough

Boxborough Select Board
c/o Mary Nadwairski, Planning Department Assistant
29 Middle Road
Boxborough, MA 01719

Town of Littleton

Littleton Board of Selectmen
c/o Maren Toohill, Town Planner
37 Shattuck Street
Littleton, MA 01460

Town of Lancaster

Lancaster Board of Selectmen
c/o Orlando Pacheco
701 Main Street
Lancaster, MA 01523

Town of Stow

Stow Board of Selectmen
c/o Jesse Steadman, Town Planner
380 Great Road
Stow, MA 01775

Devens Enterprise Commission

Director/Land Use Administrator
c/o Peter Lowitt, FAICP
33 Andrews Parkway
Devens, MA 01434

MassDevelopment Devens


Senior Vice President Devens Operations
Jessica Strunkin 33 Andrews Parkway

Devens, MA 01434

19. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities and the Trust concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities and the Trust concerning the subject matter hereof. Each Municipality and the Trust acknowledges that it has not relied on any representations by any other Municipality or the Trust or by anyone acting or purporting to act for another Municipality or the Trust or for whose actions any other Municipality or the Trust is responsible, other than the express, written representations set forth herein.

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF HUDSON
By its Board of Selectmen

The image shows two handwritten signatures in dark ink on a set of five horizontal lines. The signature on the left is a cursive 'J' followed by 'Hudson'. The signature on the right is a cursive 'M' followed by 'Hudson'.

WITNESS OUR HANDS AND SEALS as of the first date written above.

Hudson Municipal Affordable Housing Trust Fund

Kevin Santos, Chair

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF HARVARD
By its Select Board

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF BOLTON
By its Board of Selectmen

Rafiq B. Gohal
Skulsochi

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF BOXBOROUGH
By its Select Board

W. E.

J. M. King

L. A.

Robert H. Stemple

Maria E. Nayland

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF LITTLETON
By its Board of Selectmen

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF STOW
By its Board of Selectmen

WITNESS OUR HANDS AND SEALS as of the first date written above.

DEVENS ENTERPRISE COMMISSION
By its Director as authorized by vote of the
Commission



Peter Lowitt, Director

8/7/2020

WITNESS OUR HANDS AND SEALS as of the first date written above.

LANCASTER BOARD OF SELECTMEN
By its Clerk

Althea Sanderson

PRICE PROPOSAL

Assabet Regional Housing Consortium

May 19, 2020

Submitted by Metro West Collaborative Development, Inc.

	Bolton	Boxborough	Hudson	Littleton	Stow	Devens	Harvard	Lancaster	Total
Local Support*	25.5	60	35	12	36	12	10	20	210.5
Regional Activities	12	12	12	12	12	12	12	12	96
Monitoring	25	35	65	25	45	15	23	40	273
	62.5	107	112	49	93	39	45	72	579.5
\$75 hourly rate	\$4,688	\$8,025	\$8,400	\$3,675	\$6,975	\$2,925	\$3,375	\$5,400	\$
Seventy-five dollars									43,463

Forty-three thousand,
four-hundred, sixty-
three dollars

* based on the RFP estimates; not to exceed without written consent of both parties

WITNESS OUR HANDS AND SEALS as of the first date written above.

MASSDEVELOPMENT DEVENS


Jessica Strunkin, Executive Vice President Devens

Town of Hudson



**Request for Proposals
for
Consultant Services
for the
*Assabet Regional Housing Consortium***

**Due Date: May 20, 2020
Due Time: 1:00 PM EST**

***Town of Hudson
78 Main Street, Hudson MA 01749***



*Town of Hudson
78 Main Street
Hudson, MA 01749*

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*Town of Hudson
78 Main Street
Hudson, MA 01749*

LEGAL NOTICE

Towns of Hudson (lead), Bolton, Boxborough, Littleton, Devens,
Stow, Harvard, & Lancaster Request for Proposals – Housing
Consultant

The Town of Hudson (lead), Planning and Community Development Department is seeking qualified contractors/consultants to provide regional housing consultant services for the Towns of Hudson (lead), Bolton, Boxborough, Harvard, Lancaster, Littleton, Devens, & Stow. A full bid package with specifications will be available Wednesday, April 29, 2020 at 10:00 AM in the Planning and Community Development Department, 78 Main Street, Hudson, MA 01749 or by email to Jack Hunter at jhunter@townofhudson.org. Questions/RFI's may be directed to jhunter@townofhudson.org. A Pre-Bid Conference will be held on Wednesday May 13, 2020 at 10:00AM at Hudson Town Hall, 3rd FL Conference Room, 78 Main St., Hudson, MA 01749 or by video conference if necessary. All bids are due to the Office of the Executive Assistant by May 20, 2020 by hard copy and email at 1:00 PM. At that time and place said bids shall be publicly opened. Any contract issued in response to a successful bid must be approved by the Hudson Board of Selectmen. As lead community, the Town of Hudson reserves the right to reject any or all bids, and reserves the right not to make an award on this contract if doing so is in the best interest of the participating Towns.



Town of Hudson
78 Main Street
Hudson, MA 01749

Notice of Request for Proposals

- Description:** The Town of Hudson (lead), Chief Procurement Officer, invites Qualified Proposers to submit proposals to provide regional housing consultant services. The full scope of work is attached herein in Section IV.
- RFP Packages:** RFP Packages will be available beginning April 29, 2020 at 10:00 AM. Packages are available via email by contacting jhunter@townofhudson.org. Packages may available for pick-up at the following address:
- Planning and Community Development
Department 78 Main Street
Hudson, MA 01749
- Due Date & Time:** Proposals are due by 1:00 PM EST on May 20, 2020. The clock in the Executive Assistant's Office shall be the sole determining factor of time.
- Place:** RFP's are to be submitted to:
- Executive Assistant's Office
Town Hall
78 Main Street
Hudson, MA 01749
- Pre-Bid Conference:** A pre-bid conference will be held on May 13, 2020 at 10:00AM in Conference Room B (3rd Floor) of Town Hall or by video conference if necessary. The purpose of the conference is to assist prospective proposers in the interpretation of the RFP, and other technical and contractual matters. This conference is not mandatory, but highly recommended.
- Questions/RFI's:** If you have questions about this RFP or have a request for information or clarification, please contact Jack Hunter at jhunter@townofhudson.org. All questions and requests for clarification must be received in writing by 4:00 PM on May 14, 2020. It is anticipated that a compilation of all questions and responses will be distributed via email to prospective proposers by 1:00 PM on May 15, 2020.
- Contract Info:** Unless otherwise specified, the Town of Hudson Standard general Contract shall be used, a draft of which is enclosed herein. (See Section VIII.)
- Project Period:** The Town endeavors to expedite all contracts within a timely fashion. Typically a contract will be awarded within sixty (60) days of the proposal opening if not sooner, and services under the contract will commence on Immediately thereafter. Such services are expected to be completed within 360 days of the contract award. The Town, at its sole election, may renew this contract for two additional one-year terms.



*Town of Hudson
78 Main Street
Hudson, MA 01749*

Section I: RFP Process Timeline

April 29, 2020	RFP legal notice appears in Goods & Services Bulletin.
April 30, 2020	RFP legal notice appears in the <i>Hudson Sun</i> .
April 29, 2020	RFP available at 10:00 AM
May 13, 2020	Pre-proposal conference at 10:00 AM.
May 14, 2020	Last day to submit questions or requests for clarification. All questions must be submitted in writing via email to jhunter@townofhudson.org by 5:00 PM.
May 15, 2020	Last Addendum issued
May 20, 2020	Proposal due date. Deadline for proposals is 1:00 PM EST. The clock in the Executive Assistant's Office shall be the sole determining factor of time.
May 21, 2020 - May 25, 2020	Selection Committee reviews proposals and selects most highly advantageous proposal; commences interview of proposer providing most advantageous proposal.
June 16, 2020	Notification of Award
_____ (Exact date TBD)	Project kick-off meeting with Selection Committee.



*Town of Hudson
78 Main Street
Hudson, MA 01749*

Section II: Proposal Checklist

Proposals must be submitted in a sealed envelope with the RFP Title and the Consultant's name and address clearly indicated on the envelopes. It is mandatory that price proposals and non-price proposals be submitted separately. Failure to submit separate proposals will result in rejection of the proposal. The Consultant shall not make any reference to the price proposal elsewhere in other documents submitted. An electronic copy of the non-price proposal must also be included in the envelope.

A. Non-Price Proposal Envelope

1. Exhibit A - Proposal Signature Page (provided)
2. Non-Price Proposal
3. Exhibits C – F - Certifications (provided)
4. References
5. Please submit one unbound original and 4 bound copies of the non-price proposal in a sealed envelope marked in the lower left corner with the words: "Town of Hudson – Regional Housing Consultant - Non-Price Proposal."
6. One (1) electronic copy of the proposal on CD or USB memory stick

B. Price Proposal Envelope

1. Exhibit B - Price Proposal Page(s) (provided)
2. Please submit one unbound original price proposal in a sealed envelope marked in the lower left corner with the words: "Town of Hudson – Regional Housing Consultant – Price Proposal."



*Town of Hudson
78 Main Street
Hudson, MA 01749*

Section III: General Information & Proposal Submission Requirements

This is a Request for Proposals (RFP) to provide regional housing consultant services to the Towns of Hudson (lead), Bolton, Boxborough, Devens, Harvard, Lancaster, Littleton, & HudsonHudson.

Please read this entire document before responding or submitting questions. Thank you for your interest and cooperation!

Competitive sealed proposals for the services specified or emailed proposals if necessary will be received by the Town of Hudson, at the specified location, until the time and date cited. Proposals must be in the actual possession of the Town on or prior to the exact time and date indicated above. **LATE PROPOSALS WILL NOT BE CONSIDERED.**

It is mandatory that price and non-price proposals be submitted in separate sealed envelopes.

A. Submission Requirements (if necessary electronic submissions for all proposals will be entertained):

- One unbound original Price Proposal in a sealed envelope marked in the lower left corner with the words: "Town of Hudson – Regional Housing Consultant – Price Proposal" as well as the Proposer's name. The Proposer shall not make any reference to said price proposal elsewhere in other documents submitted hereunder. The Chief Procurement Officer will open the Price Proposal after the interview process has been completed.
- One unbound original and 4 bound copies of the Non-Price Proposal in a sealed envelope or box marked in the lower left corner with the words: "Town of Hudson – Regional Housing Consultant - Non-Price Proposal" as well as the Proposer's name. Proposal must be complete submission as outlined in the Scope of Work.
- Proposals must include Exhibits A – F, the Proposal signature page, Price Proposal signature page, and all applicable Certifications as provided in this RFP.
- References as specified in the Scope of Work.
- Any exceptions taken to the conditions or specifications cited herein must be clearly stated on a separate page of the proposal.
- One (1) electronic copy of the *non-price proposal only* is also required, on a CD using a widely accessible software format

B. General Information

- Anyone who intends to submit a Proposal must contact the Town directly and specifically request a copy of this RFP, unless such company was sent a copy directly from the Town. The Town has a responsibility for maintaining a control list of all potential Proposers.
- Failure to submit Price and Non-Price proposals in separate sealed envelopes will result in rejection of the proposal.
- Proposals must be submitted on the proposal-contract forms provided.



*Town of Hudson
78 Main Street
Hudson, MA 01749*

- This RFP is exempt from the requirements Massachusetts General Law, Chapter 30B, which requirements shall not apply.
- Material submitted in response to this RFP will not be considered confidential under the terms of the Massachusetts Public Records Law.
- The contract is expected to be awarded within sixty (60) days of this proposal opening (a sample contract is enclosed with the RFP). This RFP as well as the successful Proposer's response will become part of the contract;
- If any changes are made to this RFP, an addendum will be distributed to all Proposers who have received the RFP through the Town of Hudson;
- A Proposer may correct, modify, or withdraw a proposal by written notice if received by the Town prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No. ____" Each modification must be numbered in sequence and must reference the original RFP. After the proposal opening, a Proposer may not change any provision of the proposal in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived or the Proposer will be allowed to correct them. If a mistake and the intended correct wording are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct meaning and the Proposer will be notified in writing; the Proposer may not withdraw the proposal. A Proposer may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct wording is not similarly evident;
- Individuals are encouraged to submit proposals. Individuals who submit proposals will not be subject to requirements that are only applicable to businesses such as authorized signatory and financial stability certifications;
- Proposal prices must remain firm for ninety (90) days after the proposal opening;
- All proposals must be signed by appropriate, authorized individual or individuals, e.g. if the Proposer is a partnership, by the name of the partnership, with the signature of each general partner. If the Proposer is a corporation, it must be signed by the authorized officer whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed, or appropriate certificate of authorization.
- Written addenda issued will be emailed or faxed to all parties that the Town of Hudson is aware have requested documents using the contact information provided to the Town. Absence of "failure" messages electronically transmitted from addressee's site will serve as confirmation of delivery of addenda. Proposers should contact Kerin Shea via e-mail, phone, or fax if they believe an addendum has not been received.
- As lead community, the Town of Hudson reserves the right to cancel all or part of this solicitation. The issuance of this solicitation does not imply any commitment to purchase any product or services from any Proposer. As lead community, the Town of Hudson reserves the right to reject all proposals and waive informalities.



*Town of Hudson
78 Main Street
Hudson, MA 01749*

- A Selection Committee made up of Town of Hudson staff and a representative from each participating community will evaluate the proposals and recommend a Proposer for award by the Town of Hudson.
- Any contract issued in response to a successful proposal must be approved by the Town of Hudson Board of Selectmen. As lead community, the Town of Hudson reserves the right not to make an award on this contract if doing so is in the best interest of the participating Towns. The named Towns also reserve the right, individually, to not proceed with joint participation in this contract.



Section IV: Scope of Work and Deliverables

A. Project Context

The seven participating towns of the Assabet Regional Housing Consortium are interested and motivated to preserve their affordable housing stock and to explore ways to create new affordable housing for a number of compelling reasons.

- Communities want to achieve the state 10% mandate for affordable housing, as administered through the Department of Housing and Community Development (DHCD).
- Communities want to expand the housing options for low and moderate income residents.
- Communities want to preserve public subsidies, such as funds, zoning bonuses or public resources).

The task of managing the affordable housing inventory is not a specific assignment for municipal staff. Due to the infrequency of the tasks, the complexity of the regulatory requirements and the many options available for local initiatives, maintaining the required technical skill for in-house staff is difficult. Communities often turn to independent private housing consultants for assistance on specific projects or on-going general support.

B. Goals and Objectives

The purpose of this RFP is to jointly procure technical housing assistance for the participating communities, and select a service provider who can demonstrate the experience and capacity necessary to deliver the services described below. The successful Consultant will be the one who best meets the Minimum Evaluation Criteria described in Section V. The service provider could be a private consulting firm, a non-profit organization, a public housing authority or other knowledgeable organization.

The Towns have the following goals and objectives for this service:

1. Preserve existing restricted units by pro-active monitoring so that the municipality becomes aware of any violations or pending affordable housing issues.
2. Provide easier access to affordable housing opportunities for residents and make them aware of resources to assist them.
3. The lines of communication are strengthened with the state subsidizing agencies for local projects.
4. Knowledgeable and technical expertise is available for consultation.
5. The Town has access to “best practices” for their local initiatives.

The SHI – oriented snapshot of these seven communities is shown below. This shows the SHI as of September 2019, with pending projects below.



*Town of Hudson
78 Main Street
Hudson, MA 01749*

SHI by type in participating communities

Table 1

	Bolton	Boxboro	Harvard	Hudson	Lancaster	Littleton	Stow	Devens
Public Housing		0		> 92				
DDS Units		0		11	21	4		
Other Rental	28	244	75	172	392	146		
Ownership	33	23	38	97 – 98	27	25	35	27
Total Current SHI Units	61	267	113	916	250	438	185	
Current SHI %	3.5%	12.95%	5.7%	11.50 %	9.83%	12.74%	7.40%	25.00%
Pending Units	10	0	51	N/A		35	4	98
Total with Pending Units	71	267	164	N/A	250	473	189	125
Pending SHI %	4.1%	12.95	8.28	N/A	9.83%	13.73%	7.56%	10.09%, +17 workforce restricted

C. Scope of Services

There are three main types of services sought as part of this RFP which correspond to hourly estimates for service provided by each community:

- Local Support
- Monitoring Services
- Regional Activities



Flexibility in Hourly Allocation

It is expected that the final contract will include an hourly rate multiplied by the Consultant's estimate of hours need for Monitoring Services, Regional Activities Services, and a variable amount of local support, based upon the estimated number of hours identified by the municipalities. Due to the nature of changing needs in response to unexpected real estate development and new regulatory requirements, it is further expected that the seven communities will have the ability to change and adjust the allocation of hours within an agreed upon framework specified in the contract.

1. Local Support (Hourly Contract)

The Local Support category of work is a critical service of the consultant, providing value-added services to each municipality focused on assisting with specific projects, including locally sponsored unit creation, development and retention. These services will vary from town to town as needed, almost on an a-la-carte basis, and should be estimated on an hourly basis per type of activity. The local support provides value-added responsibilities focusing on assisting specific projects and locally sponsored unit creation development, administration, and retention. While the level of delivery of these desired services will vary, the successful Consultant should be able to deliver this breadth of service. An estimate of each community's hourly support needs are located in for 2020 is provided in Table 2 below.

Table 2: Estimated Hours by Service Type

	Local Support	Regional Activities*	Monitoring	Total
Bolton	25.5	12	25	47
Boxborough	60	12	35	92
Devens	12	12	15	39
Harvard	10	12	23	45
Hudson	35	12	65	112
Lancaster	20	12	40	92
Littleton	12	12	25	49
Hudson	36	12	45	93
TOTAL	200.5	96	273	569

a) Project Consultation (Assist with specific development projects and unit creation)

This service offering provides assistance for discreet site-specific projects typically initiated by a private developer as a friendly 40B and/or projects with which a municipality is collaborating with a private or not-for-profit developer. Projects could also be sponsored by the local municipality. Activities could include:

- Assist Town Boards and developers evaluate parcels or Town-owned property and soliciting developer interest;
- Facilitating site and conceptual plan review, project concepts and designs;



- Preparing or reviewing project pro-forma budgets;
 - Analyzing developer projects using locally adopted rules, State guidelines and regulation, best practices;
 - Reviewing finalized plans with regard to the affordable component, including unit mix, disbursement, cost, governance, schedule, marketing;
 - Interacting with DHCD and Subsidizing Agency
 - Providing comments on the Regulatory Agreement, and other local agreements as appropriate.
 - Develop pro-forma deed restrictions for municipally sponsored projects
 - Preparing Local Preference justification;
- b) Develop Municipal Housing Resident Assistance Programs (*Program Development, Materials, Implementation*)
- This service provides support in creating resident assistance programs such as down payment assistance, small housing rehabilitation grants or capital improvement programs, rental assistance programs, mortgage price buy-down programs or any other locally defined initiatives to assist new or existing residents. Activities include developing the program, guidelines including eligibility requirements, funding determination, development of application materials, and implementation assistance. Additional tasks could include:
- Preparing Local-preference justification;
 - Offering specific training programs for residents such as first-time homebuyers courses, personal financial management classes, foreclosure avoidance classes, etc.
- c) **On-site Support for Staff, Boards and Committees**
- This service provides on-site support to local staff, Boards and Committees in the above services. Activities include attending meetings with presentation materials. The amount of meetings and on-site support will vary by community.
- d) **Community Outreach and Planning**
- This service provides support to local staff, Boards and Committees for planning and community outreach. Activities include preparing Housing Production Plans in accordance with DHCD requirements, and assisting with local policy initiatives.
- e) **Locating Eligible Buyers and Renters**
- This service provides the municipality and its properties access to ready renter and ready buyer lists for unit leasing and resale. Activities include determining options for hard to sell units, developing marketing plans per regulation and guidelines, performing outreach and marketing units, qualifying applicants and certifying eligibility, administering lotteries, and assisting applicants through occupancy. This activity requires specialized services and training and may be required to be contracted for separately.
2. **Monitoring Services** (*Base Contract*)
- The delivery of Monitoring Services and upkeep of each community's affordable housing database is the base element of the project. The estimated number of hours to complete the Monitoring Services deliverables will be supplied to each of the seven communities, and should



be calculated as an hourly rate multiplied by the consultant's estimate of hours to provide services associated with each task. Administrative management of the project is folded into the delivery of Monitoring Services, including but not limited to data management, and response to resident inquiries by phone and writing in each of the participating municipalities. A table outlining the current and pending number of SHI units for each community is located in Section IV B Table 1. The Monitoring Services ensure and enforce compliance of existing affordable housing restrictions with the goal of preserving the affordable units. It is useful to understand that the state monitoring expectations are in the process of changing, placing a greater emphasis on compliance certification by the responsible parties. This may have the effect of requiring additional efforts by the municipalities than is currently being done.

Monitoring Services also include identifying specific local requirements for local programs and restrictions. This effort results in the ongoing implementation of the Annual Monitoring Plan of the seven participating Towns. The monitoring is reflected in continuous updates to each Town's housing database to reflect any status changes, and store relevant documents to each unit as they become available. The Annual Monitoring Plan is developed based on the projects and units regulated in the municipality with activities specific to ownership units and rental units, with the objective to confirm that the development and/or owner is compliant with the affordable housing restrictions. The document inventory and individual unit data, along with the Annual Monitoring Plan, is updated throughout the term of service as new projects are formed, new units are created, units are bought and sold, and refinancing is transacted. There are many tasks and activities under the Monitoring Services umbrella:

a) **Maintain and Update Central Repository, Database & Plan**

In 2013 the participating communities contracted a consultant for the creation of an online repository (dropbox) of project specific legal documents. These documents include initial zoning decisions (Special Permit, Comprehensive Permit, other), Regulatory Agreements (both homeownership and rental), individual unit deeds for ownership units, and other information such as mortgages or liens, land disposition agreements, 40B Cost Certification Reports and other project specific information.

The legal framework of each project, generally found in the Regulatory Agreement and Owner Deeds, has been reviewed and detailed conditions analyzed. The identification of the role and responsibility of the municipality is identified. The units managed by public agencies – the local housing authority or Department of Developmental Services generally do not require any supplemental monitoring or municipal oversight.

An ongoing task for Year 1 is the maintenance and update of the created depository. The information the Consultant must update takes the form of individual files of the documents, a consolidated inventory of each development/project complete with project address/contact information, unit size mix, affordability levels, and DHCD SHI identifications.

Each project is reconciled to the DHCD SHI listing, and required updates are made to DHCD so that the municipalities have the benefit of all eligible units being "counted" on the SHI. This might also include verifying the number of units for DDS/DMR units.



This effort results in a current and relevant central repository and an accurate listing on DHCD's SHI.

b) Annual Monitoring of Ownership Units:

This annual monitoring task is to confirm that the owner of record is compliant. It is important to note that the form of affordable housing restriction can vary greatly depending on the date of recording and the regulatory program. Generally though, the restriction requires that the owner live in the unit as their primary residence and that they obtain approval for refinancing or transfer. This effort starts with the research at the appropriate Registry of Deeds to review any new information for the unit – such as refinancing (more common) or transfers (less common). Annually, the Consultant must send self-certification letters to each owner requiring return confirmation of the restrictions. This annual correspondence with the owners is a useful opportunity for the municipality to reiterate the deed restriction requirements and to point owners to resources that can assist them to continue to maintain their property – both physically and financially.

Owners of affordable housing units must follow a prescribed process when refinancing or selling their unit. Owners and realtors initiate this process by contacting the municipality. The Consultant will field these calls and inquiries, and assist the municipality in reviewing all documents related to refinance. Review of appraisals prepared by a third party, and verification of procedures is an initial step with which the Consultant will assist. The initial inquiries may lead to refinancing approvals required by the municipality, or triggering the resale provisions. The Consultant will prepare any municipal correspondence required in this process. Such outcomes often result in the drafting of the refinancing approval for the municipality, or the letter of intent to exercise (or decline) the municipal right of first refusal. Loan subordination agreements may also need to be reviewed (typically initially prepared by owner's attorney).

In the case of ownership units where a rehabilitation loan was originally granted by the municipality, a similar process will be followed. Consultant will assist in reviewing refinancing requests, processing documents, preparing or reviewing mortgage discharges, or loan subordinations, and other related correspondence.

c) Rental Units Tenant Compliance, Town is Monitoring Agent

For rental units, where the municipality bears the responsibility of being the Monitoring Agent, the annual monitoring task is to confirm that the project is compliant. The effort for rental projects is mostly for the LIP projects. For these developments, the municipality is required to review the rents charged, review the certification of the tenants, review that the units are maintained, to ensure that tenant selection practices comply with Fair Housing laws, and to certify all the above to DHCD.

d) Rental Units, Compliance Report, 3rd Party is Monitoring Agent

For non-LIP projects, the level of this effort is more discretionary as the municipality generally has no identified responsibility. However, the municipality may wish to obtain a general certification from the project sponsor that they are in compliant with the



requirements. For these projects, where the municipality is not the monitoring agent, the Consultant will endeavor to obtain copies of annual monitoring reports, produced by the legal monitoring agent, and review those reports to confirm the project is generally compliant.

e) **Resolve Discrepancies**

It is expected through this extensive review that compliance violations would be identified. These may be the result of misunderstood program guidelines, Fair Housing violations, general neglect or lack of oversight. They are not necessarily due to intentional violation. This effort results in the development of a list of compliance violations, with a proposed course of action, as well as certifications of compliance.

3. **Regional Activities**

Support for Regional Activities is comprised of various administration, education, outreach and coordination tasks associated with assisting the seven communities on projects identified as significant to all towns. These tasks have been prioritized to allow the consultant to estimate hourly allocation. It is expected that the Regional Activity priorities will evolve in response to the needs of the seven communities, as well as suggestions of relevant projects by the Consultant.

a) **Administration**

The Inter-Municipal Steering Committee will meet on a regular basis to review the project progress and discuss any issues. The consultant will attend all Inter-municipal steering committee meetings. At project start-up those activities may be more frequent. However, it is generally assumed that the steering committee will only need to meet on a quarterly basis. The Consultant will be responsible for issuing a quarterly update report to all communities detailing services performed and updating activities underway in each community. Detailed billing, with tasks per municipality, and reporting is anticipated under this item.

b) **Resident Support**

The consultant will be the main point of contact for residents seeking affordable housing services in any of the participating Towns. The Consultant will respond to such inquiries via phone and written correspondence, on an ongoing basis throughout the project duration. The Town of Hudson will arrange for a telephone number and correspondence address to be publicized to direct citizens to the Consultant. The Consultant will then be responsible for fielding inquiries, and replying to public correspondence that is general nature pertaining to the core services.

c) **Regional Projects**

The Consultant will be responsible for providing administrative and technical support for projects outlined by the seven communities. The Consultant will also be expected to utilize specific and relevant programmatic knowledge to suggest potential regional projects that could help the seven communities reach their collective goals. Below is a list of potential regional activities that the Consultant could be asked to lead or assist in administering. It is expected that no more than one or two such Regional Activities could be pursued in any one



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contract year due to limited capacity of the participating Towns and the focus on other core services provided by the Consultant.

- Year 1 Priorities
 - Regional forums to link Affordable Housing Trusts with local developers, state and federal agencies, funding resources and eligible residents.
 - Development of regional potentially eligible affordable buyer's list
 - The Consultant will create a repository of potentially eligible buyers of affordable units to assist the participating municipalities with marketing of their combined affordable housing portfolio.
 - The Consultant will develop and investigate the availability of Emergency Assistance resources for each community.
- Year 2 & 3 Priorities (subject to change based on regional needs)
 - Workshops on strategies for older adults interested in downsizing
 - Public outreach and education
 - Rental assistance programs
 - Other activities as defined by the participating communities or suggested by the Consultant.
 - Affordable unit marketing assistance, including the development of fact sheet templates

D. Deliverables

The Consultant shall deliver the following items at the completion of the Year 1 contract and these items shall become property of the respective community.

Year 1

- Maintenance and update of central document repository and accurate listing on DHCD's SHI
- Annual Monitoring Plan
- Maintenance of compliance list – certifications, violations (with course of action)
- Creation of potentially eligible affordable buyers list
- Paper and electronic copies of any formal correspondence or program materials prepared under the monitoring program or local support services portion of the contract.

Years 2 & 3

- Updates to any of the above items
- Annual Monitoring Review
- Compliance violation list (if any)
- Paper and electronic copies of any formal correspondence or program materials prepared under the monitoring program or local support service portion of the contract.



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Section V: Proposal Preparation, Evaluation & Selection

A. Proposals

The consultant shall be required to submit separate hourly rates for the multiple work categories. A separate, mandatory price bid form is included elsewhere and shall be submitted in a signed, sealed envelope as part of the consultant's submission. Any expenses for which the consultant wishes to be reimbursed shall be clearly identified on a separate sheet included in the sealed price proposal envelope.

Proposals must be submitted on the forms provided, in accordance with all specified proposal submission requirements as specified in the Scope of Work.

B. Competency of Proposers

Only those Consultants who submit all forms and materials as required will be considered responsive and responsible.

No proposal will be considered unless the CONSULTANT submitting the same shall furnish evidence satisfactory to the Town that he has the necessary equipment, ability, and financial resources to fulfill the conditions of the contract and specifications. Previous experience and responsibility of the CONSULTANT will be considered in awarding the contract. No contract will be awarded to any CONSULTANT who is in arrears to the Town upon debt or contract, or who is a defaulter as to surety or otherwise upon any obligation to the Town of Hudson.

C. Withdrawal of Proposal

Permission will not be given to withdraw or modify any proposal after the RFP deadline.

D. Acceptance or Rejection of Proposal

The Town reserves the right to accept proposals at any time within ninety (90) days after the same are received as provided. The CONSULTANT shall submit his proposal on the proposal-contract forms if so provided. The Town reserves the right to reject any or all proposals and waive informalities. Any proposal deemed incomplete will be rejected outright for non-responsiveness to the requirements of the RFP.

E. Prices Bid

Prices bid for the various items shall be stated both in figures and words in the appropriate spaces shown on the proposal form, and all proposals will be considered informal which contain items not specified in said form.

F. Names of Proposers

Each proposal must contain the full name and address of each person or company interested therein. In the case of a partnership, the name and address of each partner must be stated on the proposal form. The firm, corporate, or individual name must be signed by the CONSULTANT in the space provided for signature on the forms. In the case of a corporation, the title of the officer signing must be stated and the corporate seal must be affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "members of firm". Individuals use the term "doing business as _____," or "Sole Owner".



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G. Selection Criteria

The Town believes that the selection of the most highly advantageous offer for these services requires comparative judgment of factors in addition to cost.

The Selection Committee shall determine a composite rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable for each proposal reviewed. The Town reserves the right to conduct interviews and check references in order to better aid the Selection Committee in making its decision. After a composite rating has been determined for each proposal, the Chief Procurement Officer shall open and review the cost proposals and determine the most highly advantageous proposal, taking into consideration the ratings on all comparative evaluation criteria as well as cost.

H. Determination of Best Price

The Chief Procurement Officer shall open the Fee Proposal after receiving the final ranking of the Selection Committee and make a final determination of which proposal is in the best interest of the Town. Price alone will not be the determining factor in the awarding of a contract. The Town shall consider both the rating given to the CONSULTANT by the Selection Committee and the Fee Proposal in making the award. The final contract is subject to negotiation by the Town.

The Town of Hudson expects to award the contract withing sixty (60) days after the date established for receiving the proposals. All proposals shall remain valid and acceptable for ninety (90) days from the last proposal due date. This time may be extended by mutual consent of selected Consultant and the Town. Upon award, the engagement must commence within ten (10) days of receipt of a Notice of Award by the selected Consultant.

I. Proposing All or Any Items

Consultants may propose on any or all items unless otherwise specified in the Scope of Work.

J. Exceptions

Any exceptions taken to the conditions or specifications cited herein must be clearly stated on a separate page of the proposal.

K. Minimum Requirements

At a minimum, Consultants must submit all materials requested in accordance with the exact specifications of this request for proposals. Consultants who meet these minimum criteria will have their proposals reviewed. Meeting minimum requirements does not mean that a Consultant will be selected for the project.



L. Preparation of Proposal

1. The proposal shall detail the firm's or individuals' qualifications, experience and expertise. Proposal evaluation will include an examination of the Consultant's qualifications, experience, project action plan and expertise in conducting similar work.
 - a) Consultant shall provide a brief history of their firm, organization or relevant professional experience;
 - b) Consultant shall list the number of current personnel that it employs, if applicable
 - c) Consultant shall detail the firm's or their own experience with similar projects completed during the past three (3) or more years;
 - d) Consultant shall provide a list of specific qualifications the Consultant has in supplying the services listed in this proposal, including professional degrees, designations, affiliations, certifications and/or licenses;
 - e) Consultant shall submit the names and resumes and level of participation of staff particularly staff assigned as the lead coordinator to this engagement and their respective experience in these types of engagements if applicable;
 - f) Consultant shall provide a list of a minimum of three (3) references from current and/or former *clients* for projects of similar size and scope. List shall include current contact information including client contact name, agency, address and phone number.
2. The proposal must confirm the Consultant's understanding of the RFP. The narrative portion and the materials presented in response to this RFP must contain the following information:
 - a) A clear outline of the recommended approach to the project. Consultant shall provide a proposed plan for performing the overall work, including a timeline for major activities. Consultant shall provide a written schedule of deliverables, which should conform to the work items and timeline identified in the scope of work.
 - b) Explain how the Consultant's administrative process will ensure that appropriate levels of attention are given and that the work is properly performed.
 - c) Consultant shall submit three (3) samples of its most relevant and recent work product.
 - d) Consultant shall affirm financial stability of Consultant's firm or organization, as applicable.
3. General proposal elements (If necessary all proposal elements may be submitted electronically):
 - a) All proposals must contain Exhibits A – F: the Proposal Signature page, Price Proposal Signature page, and all applicable Certifications provided.
 - b) Proposal must include check or proposal bond.
 - c) Any exceptions of this RFP stated on a separate page of the proposal.
 - d) The proposal document must be submitted with an original ink signature by the person authorized to sign the proposal.
 - e) Erasures, interlineations or other modifications in the proposal shall be initiated in original ink by the authorized person signing the offer.



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- f) Periods of time, stated as a number of days, shall be calendar days unless otherwise indicated.
- g) It is the responsibility of all Consultants to examine the entire RFP packet and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing an offer confers no right of withdrawal after due time and date.
- h) Submit one (1) unbound original and 4 bound copies of the non-price proposal.
- i) Submit one (1) copy of the price proposal in a signed, sealed envelope.
- j) Consultants are also **required** to submit one (1) electronic copy of the non-price proposal on a **CD**, using a widely accessible software format.

M. Education and Qualifications

The CONSULTANT is responsible for ensuring the timely completion of all project objectives. The ideal candidate should have the demonstrated knowledge and background in the field of affordable housing. The preferred candidate will have a master's or bachelor's degree in public administration, planning, community development, or a closely-related field, and a minimum of five years of relevant experience. The CONSULTANT should also be proficient using Microsoft Office software programs including spreadsheets, databases, and presentations. Candidate must demonstrate the ability to work with and collaborate with multiple entities.

N. Consultant minimum qualifications:

- 1. Consultant must be an individual or an organization that has experience with affordable housing subsidy programs in Massachusetts.
- 2. Consultant should have experience working with municipalities and/or Housing Boards, and familiarity with Town government in Massachusetts.
- 3. If the consultant is an individual, he/she must propose a team with depth and expertise to complete the required tasks. Legal ability or access to a real estate attorney on the Consultant's team would be a plus.
- 4. Consultants must have demonstrated ability to be effective communicator both orally and in writing and possess the capacity to deal tactfully with the public.

O. RFP Evaluation

Candidates who have met the minimum stated qualifications will be evaluated and ranked by the Selection Committee based on the criteria listed below. Proposals will be ranked on the following scale of maximum benefit to the Town: Highly Advantageous (HA - 3 points), Advantageous (A - 2 points), Not Advantageous (NA 1 point), or Unacceptable (U - 0 points). Any proposal that receives an "Unacceptable (U - 0 points). Any proposal that receives an "Unacceptable" rating for any of the criteria sections may be rejected out right. Consultants should be responsive to the requested information set forth in the RFP. Consultants submitting proposals deemed to be non-responsive shall be given a ranking of "Unacceptable."

In addition to the materials submitted within the proposal, the Selection Committee may ask for additional information or a clarification of any written responses.



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The rankings done by the individual committee members for each proposal will be combined to determine an overall score for each Consultant. These scores will then be used to determine the initial ranking of the Consultants and to identify the top-ranking firms/individuals to be interviewed. Following interviews with finalists, the Selection Committee will conduct reference checks and then meet to discuss and agree upon final applicant rankings. Applicants will be interviewed during the selection process.

The proposal submitted should specifically address the following evaluation criteria:

1. Past Experience

Past experience is calculated by the extent and suitability of consultant's past work. Both the total number of projects and similarity of projects are relevant to this criterion. The amount of experience of the Consultant in both consulting with municipalities and experience with affordable housing projects in Massachusetts of similar size and scope will impact significantly on this evaluation factor.

Highly Advantageous – The Consultant has provided verifiable evidence of having successfully completed at least five (5) or more similar housing consulting projects within the past ten (10) years or has worked in the field of affordable housing for five or more years.

Advantageous - The Consultant has provided verifiable evidence of having successfully completed at least two (2) to four (4) similar housing projects within the past ten (10) years, or has worked in the field of affordable housing for 2 - 5 years.

Not Advantageous – The Consultant has provided verifiable evidence of having successfully completed at least one (1) similar housing project within the past ten (10) years, or has worked in the field of affordable housing for 1 -2 years.

Unacceptable - The Consultant has not provided verifiable evidence of having successfully completed any similar housing projects in the past ten (10) years, or has worked in the field of affordable housing for less than 1 year.

2. Quality of Work

The quality of work will be determined by examples provided.

Highly Advantageous – Proposal includes five (5) or more examples of successful comparable projects. Work is exemplary and examples are impressive. Projects were delivered on time and on budget.

Advantageous – Proposals includes two (2) to four (4) examples of successful comparable projects. Work is relevant and examples are good. Projects were delivered with desired outcomes.

Not Advantageous – Proposal includes one (1) example of a successful comparable project or includes one or more examples of projects that are not of similar size or scope, or prove to be less than successful.

Unacceptable – Proposal includes no comparable projects, or all projects cited prove to be less than successful.



3. **Capacity**

Capacity will be measured by the depth and relevancy of team members and /or sub-contractors. This criterion will consider who is on your project team and the skills those individuals will contribute to the project. Also judged will be the size of the firm relative to its present work-load. Key personnel should be immediately available to begin the project, as well as be available throughout the project process.

Highly Advantageous – Résumés demonstrate exceptional qualifications of key staff within field (s) of affordable housing or similar field. Key personnel are immediately available to begin the project and are available throughout the project.

Advantageous - Résumés demonstrate moderate qualifications of key staff within field (s) affordable housing or similar field. Key personnel are available to begin the project soon and may be available throughout the project.

Not Advantageous – Résumés demonstrate very minimal qualifications of key staff within field (s) of affordable housing or similar field. Key personnel are not available any time soon to begin the project and may not be available throughout the project.

Unacceptable – Résumés demonstrate key staff has no experience within field (s) of affordable housing or similar field. Key personnel are not available.

4. **Project Approach**

The project approach will be determined by the quality and depth of the proposal, and technical approach to the Scope of Work. The proposal should make appropriate reference to all items under the Scope of Work and Submission Requirements.

Highly Advantageous – Proposal is viewed as an excellent response and describes in depth how all tasks will be accomplished. Consultant's responses to tasks are clear, thorough, and timely. Innovative techniques and planning processes are presented.

Advantageous – Proposal is viewed as an adequate response and describes with some particularity how all tasks will be accomplished. Consultant's responses provide minimal explanation for planning processes to meet standards requested.

Not Advantageous – Proposal is viewed as a minimal response and describes generally how tasks will be accomplished. Proposal does not contain clear processes or timetables for completion of tasks.

Unacceptable - Proposal is inadequate and addresses less than all tasks.

5. **Readiness to Proceed**

Readiness will be evaluated as follows:

Acceptable – Able to begin upon execution of contract (within two weeks of Notice to Proceed) and complete entire scope within the projected time frame.

Unacceptable – Unable to begin within 60 days of Notice to Proceed, or unable to complete entire scope of project.



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6. References

The CONSULTANT will provide at least three references. References will be evaluated as follows:

Acceptable

Unacceptable

7. Interview

Interviews will likely be conducted with final candidates and evaluated as follows:

Acceptable

Unacceptable



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Section VI: Terms and Conditions

A. Definitions

The terms "PROPOSER", "RESPONDENT" or "CONSULTANT" shall mean the corporation, partnership, or individual proposing or under contract to furnish the material, labor, and/or equipment listed in the Specifications of Scope of Work.

The term "Town" shall mean the Town of Hudson, Massachusetts.

Check or Proposal Bond - N/A

Forfeiture of Check or Proposal Bond - N/A

Contract Bond - N/A

Payment Bond - N/A

B. Workmen's Compensation

The CONSULTANT shall comply with the State Law, known as Workmen's Compensation Act, and shall pay into the State Insurance Fund necessary premiums required by the Act to cover all employess working under the control of the Consultant and shall relieve the Town of Hudson from any costs due to accidents or other liabilities mentioned in said Act. He shall also furnish at the time of delivery of the contract, and at such other times as may be requested, the official certificate of receipt showing that the payments herein before referred to, have been made.

C. Insurance

At a minimum the following five insurance requirements must be met by all outside consultants:

1. All consultants working for the Town of Hudson shall provide a Certificate of Insurance indicating coverage for Worker's Compensation, in accordance with state regulation. The certificate shall name the Town as an additional insured.
2. ALL consultants engaged in contracts in excess of \$10,000 shall provide the Town with a Certificate of Liability Insurance for a minimum of One Million Dollars (\$1,000,000), naming the Town of Hudson as additional insured.
3. Consultants engaged in work valued between \$5,000 and \$10,000 shall provide the Town with a Certificate of Liability Insurance for a minimum of \$500,000 naming the Town of Hudson as additional insured.
4. Consultants engaged in projects valued at less than \$5,000 shall carry an appropriate amount of liability coverage, which shall be determined by the department head procuring the service.
5. Copies of the Worker's Compensation Certificates and the liability Insurance Policies must be presented by the successful Consultant before any contract is issued.
6. Other Insurance requirements if applicable: _____

D. Payment for Services Rendered

The payment schedule for this project will be on a reimbursement basis according to a deliverables schedule consistent with the price proposal and negotiated at the time a contract is signed. The price proposal should include the proposed payment schedule based on the project



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deliverables. Final payment will not be made until all deliverables have been received and approved by the Town. In no event shall payment be made in advance of the services provided.

Invoices will be due and payable within 30 days following that in which deliveries are made, provided that all terms of the contract have been fulfilled to the full and complete satisfaction of the Town of Hudson. Payments may be made on a basis of estimated partial completion of work or delivery.

E. Liability & Indemnification

The CONSULTANT shall defend, indemnify, and save harmless the Town of Hudson and all of the member communities of the Assabet Regional Housing Consortium and its officers and agents from all claims, demands, payments, suits, actions, recoveries and judgments of every description, whether or not well founded in law, brought or recovered against it, by reason of any act or omission of said CONSULTANT, his agents or employees, in the execution of the contract or in consequence of insufficient protection, or for the use of any patented invention by said CONSULTANT and a sum sufficient to cover aforesaid claims may be retained by the Town from moneys due or to become due to the CONSULTANT under this contract, until such claims shall have been discharged or satisfactorily secured.

F. Royalties and License Fees

The CONSULTANT shall pay all royalties and license fees. The CONSULTANT herein agrees to assume and save the Town of Hudson, its officers and agents harmless from liability of any kind or nature whatsoever, arising out of the use by the Town, its officers and agents of any appliance, apparatus or mechanism, which may be furnished or installed by the CONSULTANT under the terms of this contract including patent or copyright infringement, and to defend the Town from any and all such liabilities whether or not such claims are well founded in law.

G. Duration of Contract

The duration of the contract shall be for the period stated on the proposal-contract form, and shall include all material, equipment, and/or services ordered or delivered during the period.

H. Taxes

All prices quoted shall be for a definite fixed price unless otherwise specified in the Scope of Work, which price shall exclude Federal, State and other taxes to the extent that municipalities are exempt.

I. Assignment of Contract

The CONSULTANT who is awarded a contract shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or his right, title or interest in or to the same, or any part thereof, without previous consent in writing from the Town of Hudson Board of Selectmen, endorsed on or attached to the contract.

J. Purchases

After a contract is signed it shall only become operative upon the delivery to the CONSULTANT of any order signed by the Town of Hudson of Selectmen and certified as to available funds by the Executive Assistant and the Director of Finance, and the town of Hudson shall only be obligated under the contract to the extent of such orders. The Town shall not be



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liable for any claims in the event that the total quantity of the material ordered under this contract should prove to be greater or less than the amount herein estimated.

K. Certificate of Non-Collusion

The CONSULTANT must certify that no official or employee of the Town of Hudson has any pecuniary interest in this proposal or in the contract which the consultant offers to execute or in expected profits to arise therefrom, unless there has been compliance with the provisions of M.G.L Chapter 43 Section 27, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal. A Certificate of Non-Collusion (Exhibit C) must be signed and included.

L. Attestation Clause

Effective July 1, 1983, the Massachusetts Department of Revenue instituted the Revenue Enforcement and Protection Program. This program requires that all cities and towns obtain from a contractor/provider of goods, services or real estate space, an attestation stating that all the laws of the Commonwealth relating to taxes are being complied with by the provider. This attestation must be signed prior to the extending or issuing of a contract. Therefore, in order to facilitate the process of this program, the Town of Hudson requires that this clause be signed and included as part of the contract proposal package. The awarding of a proposal will be contingent upon the signed affidavit (Exhibit D).

M. Certificate of Authority

Each proposal must be signed by an individual authorized to submit said proposal, and a Certificate of Authority (Exhibit E) must be submitted for each proposal submitted on behalf of any Corporation proposing services hereunder.

N. Equal Opportunity Certification

The Town of Hudson is an equal opportunity employer. Further, it is the policy of the Town to ensure that minority and women business enterprises (W/MBE) have the maximum opportunity to participate in providing the services called for in this RFQ, whether as a principal contractor or subcontractor. Therefore, the CONSULTANT must agree to take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, or national origin. An Equal Opportunity Certification (Exhibit F) must be signed and included.

