



REQUEST FOR QUALIFICATIONS AND PROPOSALS

Templeton ADA Transition Plan and 504 Self-Assessment Project

The Town of Templeton is requesting qualifications and proposals from qualified ADA consultants to complete a 504 Self-Assessment and ADA Transition Plan for the Town of Templeton. The complete Request for Qualifications and Proposals (RFQP) is available from the Town by contacting Peter Sanborn, CDBG Grant Manager, by email at psanborn@cogincorp.com.

Electronic submissions via email are due on or before 4:00 PM, April 29, 2012 to Peter Sanborn, email: psanborn@cogincorp.com.

The Town of Templeton reserves the right to reject any and all proposals as it deems in its best interests to do so. The Town does not discriminate on the basis of race, color, national origin, sex, religion and disability in employment or provision of services. The Town encourages submissions from Section 3, D/M/WBE firms. Templeton is an AA/EEO contracting agency.



TOWN OF TEMPLETON REQUEST FOR QUALIFICATIONS AND PROPOSALS

Templeton ADA Transition Plan and 504 Self-Assessment

A. Project Overview

1. The Town of Templeton invites submissions from qualified consultants to assist the Town in completing a 504 Self-Assessment and Americans with Disabilities Act (ADA) Transition Plan. Funding for this effort is provided through a FY2019 Massachusetts Community Development Block Grant Program (CDBG) grant from the Massachusetts Department of Housing and Community Development. A contract award will be made to a single ADA consultant, although joint venture arrangements are acceptable. In the event of a joint venture, the proposer shall designate a lead firm with primary responsibility for the contract work.

Complete specifications and proposal requirements are detailed within the contents of this RFQP.

Electronic submissions (via email) must be received no later than 4:00 PM, April 29, 2020, in the manner and format specified herein. Submissions should be addressed to: Mr. Peter Sanborn, Templeton CDBG Grant Manager, via email at psanborn@cogincorp.com.

The Town reserves the right to waive informalities, to cancel this solicitation or to reject any and all proposals, if so deemed as to be the best interest of the Town. The Templeton Town Administrator will be the awarding and contracting authority on the Town's behalf. The Town does not discriminate on the basis of race, color, national origin, sex, religion and disability in employment or provision of services.

2. General Description. This Request for Qualifications and Proposals (RFQP) sets forth the procedures and requirements for selection of a professional Consultant to prepare an ADA Transition Plan and 504 Self-Assessment (the "Plan") for Templeton. The purpose of the Plan is to identify policy, programmatic, and physical barriers that limit access to the public programs offered by, and public facilities controlled by Templeton. As part of the evaluation and planning process, programs and services will be reviewed to develop recommendations to eliminate programmatic barriers. In addition, municipal facilities, including active and passive recreation sites, will be evaluated for the presence of physical barriers. The assessments and plans will provide the information needed to evaluate and prioritize elimination of existing barriers. The Contract Work must be completed and delivered to the town on or before November 1, 2020.

The major components the Town's Plan shall include:

- A Self-Assessment process that includes a review of the Town's policies, programs, practices, and services for Title II compliance. The purpose of this is to develop recommendations, sample documents, and implementation steps.
- Preparation of a Draft and Final Self-Assessment.
- A physical audit of all town-owned properties (or privately-owned properties leased for municipal purposes) to identify barriers that limit or prevent access by persons with disabilities.
- Opinions of cost where physical modifications are needed to remove architectural barriers.
- Identification of programmatic changes as an alternative to physical modifications.
- Prioritization of physical modifications and programmatic changes.
- Inclusion of a process for engaging residents.
- Preparation of a Draft and Final Transition Plan.

3. Miscellaneous Provisions.

- A proposal must remain valid until the award of a contract or rejection of the proposal for the services sought herein.
- The Town of Templeton may modify or cancel this RFQP, in whole or in part, at any time whenever such an act is deemed in its best interest.
- The Town of Templeton shall not be responsible for any costs incurred by a proposer in preparing and submitting a proposal in response to this RFQP.
- Templeton's Town Administrator is the Awarding and Contracting Authority. The Administrator expects to award a contract within thirty (30) days of the proposal due date. Activities will commence upon selection of a Consultant and issuance of a Notice to Proceed.
- This project must be completed and the desired products submitted to the Town on or before November 1, 2020.
- The maximum project fee, inclusive of all costs and expenses, is Thirty-Two Thousand and XX/100 Dollars (\$32,000.00).
- Questions pertaining to this RFQP should be directed in writing to Peter Sanborn by mail or via email at psanborn@cogincorp.com.

B. Scope of Services

A scope of services is provided in Attachment A.

C. Proposal - Submission Procedures

1. The submission and review of qualifications and proposals will comply with 23 CFR Part 200, and M.G.L. Chapter 30B, and any other applicable federal and state policies. The acceptance of any proposal to provide such services is subject to the continued availability of funds through the FY 2019 Massachusetts CDBG Program grant awarded to the Town of Templeton.
2. Due to the extraordinary conditions presented by the Covid-19 pandemic, submissions shall be via email only. Qualifications and proposals must be separated into a minimum of two parts, a technical proposal (Part A) and a price (fee) proposal (Part B). The Part B proposal will be downloaded but not read until the review and evaluation of the technical proposal is complete. Proposers may incorporate samples of work into the Part A proposal or via a separate document. However, for clarity for reviewers, the Part A proposal should indicate where examples of work are presented. Submissions shall be to:

Peter D. Sanborn, CDBG Grant Manager
Town of Templeton
Email: psanborn@cogincorp.com

Insert the following in the Email Subject Line: **Proposal for Templeton 504 Self-Assessment and ADA Transition Plan.**

Submissions must be received no later than 4:00 PM, April 29, 2020.

3. Proposals may be modified or withdrawn prior to but not after this date. Any modification or withdrawal shall be made in writing (via email), identifying the submitting party and indicating that it contains a modification of the pricing or non-pricing proposal, or withdrawal. If a change in pricing is made, the actual pricing change should be submitted separately from any modification of the technical proposal.

E. Submission Requirements

1. Each proposal shall contain the following:

- a) Cover letter providing name, address, telephone number and email address of consultant or firm and principal contact person. Statement that the applicant has read, understood, and will comply with the requirements and conditions contained in this RFPQ and signed by an authorized representative for the firm who will act as a contact person during the selection process. Acknowledgment of receipt of addenda (if any).
- b) Type of organization (i.e., corporation, partnership, joint venture, etc.) including list of participants, as appropriate. If the firm responding is a partially or fully owned subsidiary of another firm, include the above information for the parent company and an appropriate statement by the parent company in support of the subsidiary's submittal. Identify intended inclusion of sub-consultants, if any.
- c) Written responses to Comparative Evaluation Criteria (See Section G of this RFQP) which sufficiently demonstrates how this is met.
- d) At least three (3) references relating to similar projects.
- e) A list of projects, including a brief description of a minimum of three (3) similar projects completed within the past five (5) years.
- f) A minimum of two (2) and maximum of three (3) work samples (excerpted or complete) that demonstrate the quality of comparable work completed within the past five years. These may be either in hard copy or electronic formats.
- g) The name and title (if any) of all those who will be assigned to this project. Resumes including background and evidence of experience in similar projects must be provided for these individuals. If any part of the scope of services is to be completed by a subcontractor, the proposer will provide a complete description of the services to be subcontracted for along with a complete description of the qualifications and capabilities of the subcontractor. As part of the contract award for services, the Town reserves the right to approve or disapprove any and all such subcontractors and to revoke any approval previously given.
- h) A completed Certificate of Non-Collusion (Attachment C).
- i) A completed Certificate of Non-Discrimination and Affirmative Action (Attachment D).
- j) A completed Certificate of Compliance (Attachment E).
- k) A completed Description of Applicant Business Organization and Certificate of Vote (Attachment F).
- l) Approach to Completing Plan of Services. The proposer intended approach to completing the plan of services will be considered part of the proposal evaluation process. It is not necessary for proposers to regurgitate the services cited in Attachment A. However, proposers should affirmatively acknowledge that they will provide these services. Also, proposers may offer additional services not listed in Attachment A and/or note any deviations from the services cited in Attachment A and the reasons for them. In describing the approach to the work, the proposer should clearly indicate roles be provided by sub-consultants, if any, as well as its own staff. This section should include a proposed schedule/timeline for completing the project. The Town is looking for a concise, but clear presentation of the above.
- m) A completed Price Proposal Submission Form (Attachment B).

F. Minimum Requirements

The following shall be considered minimum standards necessary to perform the scope of work. Acceptable evidence or certification must be provided to demonstrate the minimum standards are being met. Failure to meet the minimum standards as described below shall result in the rejection of the proposal.

1. A complete submission that meets the requirements in Section E above.
2. Completion of at least three (3) similar projects within the past five (5) years.
3. All key project staff or subcontractors assigned to the project must have at least five (5) years of directly related experience.
4. Proposers shall not be prohibited from being awarded contracts funded by federal or state sources.

G. Comparative Evaluation Criteria

Each competing firm must indicate if and how they meet the following Comparative Evaluation Criteria. Responses to each of these criteria will be judged in the following rating categories:

Highly advantageous
Advantageous
Not advantageous
Unacceptable

TO WHAT EXTENT ARE THE FOLLOWING MET?

1. Relevant experience of proposed key project staff. The type or depth of this experience will be considered. Work samples will also be considered as supplemental information to relevant experience.

Highly Advantageous	More than 15 years of relevant experience; work samples show a high level of knowledge and professional quality
Advantageous	10 to 14 years of relevant experience; work samples show a high level of knowledge and professional quality
Not Advantageous	5 to 9 years of relevant experience; work samples show adequate knowledge and professional quality, but less so than competing submissions
Unacceptable	Less than 5 years of relevant experience; or no work sample(s) included

2. Number of similar projects completed by firm within the past five (5) years

Highly Advantageous	Ten (10) or more projects
Advantageous	Three (3) to nine (9) projects
Not Advantageous	Not Applicable
Unacceptable	Less than three (3) projects

3. Thoroughness of proposal

Highly Advantageous	The proposal addresses all of the project objectives stated in the RFQP, it reflects a thorough understanding of the project and a detailed approach to completing it, and provides all of the required submission information in a clear accessible manner.
Advantageous	The proposal addresses all of the project objectives stated in the RFQP, but is not as detailed in its approach,

	or is less clear in presenting the submission information than competing proposals.
Not Advantageous	The proposal is general in nature and lacks the detail to an approach or required submission than competing proposals.
Unacceptable	Not applicable.

4. Availability

Highly Advantageous	Available to begin immediately following contract execution
Advantageous	Available to begin within two (2) weeks from contract execution
Not Advantageous	Not applicable
Unacceptable	Unclear or not stated

5. Number of years that the firm or organization has been in business

Highly Advantageous	Ten (10) or more years
Advantageous	More than five (5) but less than ten (10) years
Not Advantageous	Not applicable
Unacceptable	Less than five (5) years

6. References (Note: The Town may make inquiries to parties beyond those listed as references.)

Highly Advantageous	References from relevant past assignments are uniformly favorable
Advantageous	References from relevant past assignments are largely favorable without serious reservations
Not Advantageous	Not applicable
Unacceptable	References are mixed in favorability (or largely less than favorable), with identified issues of concern about matters that are material to a successful completion of the project (e.g., knowledge level, quality of work, timeliness, interpersonal dynamics)

H. Rule for Award

The award will be made according to the following guidelines:

1. Price and non-price proposals shall be separated.
2. The non-price proposals will be read at the time specified earlier in this RFQP. Each proposal will be examined to determine whether it meets all submission and quality requirements specified in this RFQP. Any proposal that fails to comply with these requirements will be considered non-responsive and eliminated from further consideration. The price proposal will not be read until the evaluation and rating of the non-price proposals are complete.
3. An ad hoc review committee will review the non-price proposals and assign ratings to the different proposals based on the evaluation criteria included in Sections F and G of this RFQP. As part of this review process, previous employers/clients may be contacted to verify the information provided by the proposer. It may also interview prospective consultants. Based on ratings, the reviewers will determine the most advantageous proposal and make a recommendation for contract award to the Town Administrator, subject to the conformance of the price proposal to the budget established for the project.

I. Terms and Conditions

1. As previously noted, the Town of Templeton reserves the right to reject any proposal which, in its judgment, fails to meet the requirements of this RFP or which is incomplete, conditional, or obscure; or which contains additions or irregularities; or in which errors occur; or if it is determined to be in the best interests of the Town of Templeton to do so.
2. The Town of Templeton reserves the right to waive minor discrepancies or permit a competing firm to clarify such discrepancies and to conduct discussions with all qualified competing firms in any manner necessary to serve the best interests of the Town. Proposals shall remain in effect for thirty (30) days following the submission deadline date. The Town also reserves the right to award a contract based upon written proposals received without prior discussions or negotiations.
3. The Town Administrator will be the awarding and contracting authority.
4. The Town is exempt from paying any and all otherwise applicable state and federal sales taxes.
5. The Consultant shall be an independent contractor and is not an agent or employee of the Town and is not authorized to act on the Town's behalf.
6. Insurance Requirements. Each firm submitting qualification and proposal packages in response to this RFQ shall submit a sample "Certificate of Insurance" for items listed below. Before the work commences, the insurance company shall send to the Town a "Certificate of Insurance" indicating that such insurance is in force, and with the Town named as an additional party insured. Arrangements shall be made with the said insurance company to notify the Town of any termination or material change in the aforementioned insurance at least thirty (30) days prior to the date on which the termination or change takes place.

The firm shall take out and maintain insurance as provided in the preceding paragraph, as follows:

- a. Worker's Compensation Insurance for the protection of all employees throughout the entire period that this contract is in operation with coverage B limit of liability of not less than \$500,000.
- b. Comprehensive General Liability for bodily injury, including death, in the amount of \$1,000,000 (for one person) and \$1,000,000 (on account of one accident), including the Town as an additional insured.
- c. Property Damage in the amount of \$1,000,000 each occurrence and \$1,000,000 aggregate. The property damage insurance shall include comprehensive for premises/operations, collapse, explosion, and underground damage to public utilities, products/completed operations, contractual, independent contractor, broad form property damage, and including the Town as an additional insured.
- d. Professional Liability (errors and omissions on an occurrence basis) in the amount of \$500,000 for any one claim, and in the annual aggregate with not more than \$100,000 deductible for each claim.
- e. Automotive vehicles, both owned and non-owned, used in conjunction with the job both on and off the public highway shall carry the same rates of insurance for bodily injury and property damage as stated above.

ATTACHMENT A

SCOPE OF SERVICES

Templeton ADA Transition Plan and 504 Self-Assessment Project

Scope of Services

The purpose of this Americans with Disabilities Act (ADA) Transition Plan and 504 Self-Assessment Project is to identify and assess programmatic and physical barriers to persons with disabilities. The project work encompasses identifying barriers and current non-compliance with Title II of the ADA as it applies to municipal programs, services, policies and procedures. The plans, developed in concert with the communities, should provide specific recommendations for addressing current barriers.

Lists of town-owned or controlled facilities in Templeton are provided in Attachment H. These lists may not be a complete listing of all relevant Town-owned properties.

Proposals must address each of the following tasks and activities:

Task 1. Data analysis, field work, meetings

- a) Conduct an Orientation/Initial Meeting (to be organized by the Town of Templeton) with the Templeton Town Administrator and relevant municipal staff and/or officials to review the project goals and objectives.
- b) Conduct a 90-minute training session for all municipal departments, boards, and committees to provide an introduction and overview of ADA and discuss the relevance of ADA in municipal programs and facilities.
- c) Distribute a Self-Assessment (Self-Evaluation) Questionnaire and instructions for completing the Questionnaire to each town department. The Town will assist in the distribution and collection of questionnaires.
- d) Obtain all existing available information from the appropriate Templeton town officials and departments, including:
 - a listing of all departments, programs, services, facilities, and town-owned properties
 - all written policies and operating practices of municipal departments and staff
 - existing employment practices of each municipal department
- e) Meet with municipal departments and staff to review information obtained in Tasks a – c, above to follow up with additional questions and/or issues.
- f) Prepare draft Self-Assessment reports for the Town using information obtained from Tasks a – d.
- g) Audit of Physical Facilities - Conduct site visits and complete surveys (audits) of all municipally-controlled buildings, facilities, and recreational sites open to public access to determine the extent of the architectural barriers present at each facility. Identify the barriers that can be removed and develop cost estimates for the work necessary to implement readily achievable barrier removal. Also, identify the barriers that are not readily feasible to remove due to structural, cost or historic preservation purposes and/or where program access can be accomplished without the removal of physical barriers. Municipal facilities, buildings, and recreation sites include but are not limited to the following:
 - Town-owned (and leased) properties (excluding school facilities, except for those used for general public purposes)
 - Parks and playgrounds

Task 2. Preliminary Reports

- a) Compile the information collected through the Self-Assessment and building surveys and present a summary of the program and physical access barriers identified to the Town. The Town will review and comment on the Preliminary Reports. Submit three (3) hard copies and one electronic copy of each report.

Task 3. Barrier Removal Strategies

- a) Meet with the ADA Plan Committee to reach consensus on the barriers to be removed through programmatic changes and those to be removed through physical barrier removal. (Meetings to be arranged by the DPCD.)
- b) Assist the ADA Plan Committee with the process of determining the relative importance of each necessary change (prioritization). Provide guidance and examples for the committee to use as reference tools in the decision making.
- c) Develop a summary of recommendations for prioritized steps to address the town's accessibility issues.

Task 4. Self-Assessment and Transition Plan Preparation

- a) Prepare a draft of the Plan.
- b) Distribute the Plan for review, as appropriate.
- c) Attend a public meeting to present the draft Transition Plan and respond to questions and comments on the report.
- d) Revise the Plan based on relevant verbal and written comments received.
- e) Prepare and submit ten (10) hard copies of the final ADA Transition Plan and 504 Self-Assessment. Submit a digital copy of the ADA Transition Plan and 504 Self-Assessment to the town (preferably in "pdf" format). All documents prepared for the project shall remain the property of the Town of Templeton, subject to the specific requirements of the grant.

Note: As part of the above four tasks, it is anticipated that the Consultant will hold up to four (4) meetings and Presentations, including committee working sessions, public meetings, staff training, and an orientation meeting. This number does not include progress review/working meetings with staff representatives.

ATTACHMENT B

PRICE PROPOSAL SUBMISSION FORM

Templeton ADA Transition Plan and 504 Self-Assessment Project

Name of Firm: _____

Street: _____

City/Town: _____

State: _____ Zip Code: _____

Refer to Attachment A of this RFQP for Task Descriptions*

Task	Cost
1	
2	
3	
4	
Total	

* Attach to this proposal, only within the Price Proposal envelope, a spreadsheet with a cost breakout per scope task.

SUBMITTED BY:

Name/Title: _____

Signature: _____

Date: _____

ONE (1) ORIGINAL, SIGNED COPY OF THIS FORM MUST BE SUBMITTED TO THE TOWN IN A SEPARATE SEALED ENVELOPE.

ATTACHMENT C

CERTIFICATE OF NON-COLLUSION

Templeton ADA Transition Plan and 504 Self-Assessment Project

Certificate of Non-Collusion

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

(Signature)

(Name & Title of Person Signing)

(Name of Business)

(Date)

ATTACHMENT D

NON-DISCRIMINATION AND AFFIRMATIVE ACTION CERTIFICATION

Templeton ADA Transition Plan and 504 Self-Assessment Project

Non-Discrimination and Affirmative Action Certification

The Consultant agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment, including but not limited to, the Americans with Disabilities Act 42 USC 12101, 28 CFR Part 35, or as amended; 29 USC S.791 et. seq.; Executive Orders 227, 237, 246; MGL C. 151B; and MGL C. 272, S. 92A, S98 et.seq., or any amendments to these provisions. Pursuant to Executive Orders 227 and 246, the Consultant is required to take affirmative actions designed to eliminate the patterns and practices of discrimination including providing written notice of its commitment to non-discrimination to any labor association with which it has an employment agreement, and to certified minority and women-owned businesses and organizations or businesses owned by individuals with disabilities. The Town of Templeton shall not be liable for any costs associated with the Consultant's defense of claims of discrimination.

(Signature)

(Name & Title of Authorized Signer)

(Name of Business)

(Date)

ATTACHMENT E

COMPLIANCE CERTIFICATIONS

Templeton ADA Transition Plan and 504 Self-Assessment Project

Qualifications: The Consultant represents that it is qualified to perform the services required under this contract and possesses or shall obtain all requisite licenses and permits.

Tax Compliance Certification

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

Employment Security Contributions and Compulsory Workers' Compensation Insurance: Pursuant to MGL C.151A, S.19 and MGL C.152, the Consultant certifies with all laws of the Commonwealth relating to payments to the Employment Security System and all Commonwealth laws relating to required workers' compensation insurance policies.

(Signature)

(Name & Title of Person Signing)

(Name of Business)

(Date)

TIN #: _____

DUNS #: _____

ATTACHMENT F

**DESCRIPTION OF APPLICANT BUSINESS/ORGANIZATION
AND
CERTIFICATE OF VOTE/SIGNATURE**

Templeton ADA Transition Plan Project and 504 Self-Assessment

DESCRIPTION OF APPLICANT BUSINESS/ORGANIZATION

Check appropriate box(es):

The named organizational entity submitting this proposal is:

- ☐ Corporation ☐ Partnership ☐ Proprietorship
☐ Minority Owned ☐ Woman Owned

SIGNATURES:

This page must be signed by a(n) individual(s) with authority to commit the proposing entity to a binding agreement.
Corporations must attach required certification:

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME OF AUTHORIZED OFFICIAL: _____

ADDRESS: _____

TELEPHONE #: _____ FAX NUMBER: _____ EMAIL: _____

DATE: _____

FEDERAL TAX ID #: _____

DUNS #: _____

If a corporation, a notarized attestation of the signature(s) is required, or in the case of corporate seal affixed, that the signature is the signature of an officer authorized to bind the corporation to a contractual agreement.

CERTIFICATE OF CORPORATE VOTE
(If Applicable)

I, _____, Clerk of _____

_____, hereby certify that, at a meeting of the Board of Directors of
said Corporation duly held on _____, at which a quorum was present and voting throughout, the
following vote was duly passed and is now in full force and effect:

"VOTED: That _____
(NAME OF OFFICER AUTHORIZED TO SIGN FOR CORPORATION)

be and hereby is authorized, directed and empowered for, in the name and on behalf of this Corporation to sign, seal
with the corporation seal, execute, acknowledge and deliver all contracts, bonds, and other obligations of this
Corporation: the execution of any such contract, bond or obligation by such _____
(NAME OF OFFICER)

to be valid and binding upon this Corporation for all purposes, and that a certificate of the Clerk of this Corporation
setting forth this vote shall be delivered to the Town of Templeton; and that this vote shall remain in full force and effect
unless and until the same has been altered, amended, or revoked by a subsequent vote of such directors and a
certificate of such later vote attested by the Clerk binding this Corporation is delivered to the Town of Templeton.

I further certify that _____ is the duly elected _____
(NAME OF OFFICER) (TITLE)
of said Corporation.

Signed: _____
(CLERK/SECRETARY)

Place of Business: _____

AFFIX CORPORATE SEAL HERE

COUNTERSIGNATURE: _____
(NAME AND TITLE OF OFFICER)

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign that contract or other
instrument for the Corporation, this certificate must be countersigned by another officer of the Corporation.

ATTACHMENT G

SAMPLE CONTRACT AGREEMENT BY AND BETWEEN TOWN OF TEMPLETON AND CONSULTANT

Templeton ADA Transition Plan and 504 Self-Assessment Project

THIS AGREEMENT, effective as of the ____ day of _____, 2020 by and between the Town of Templeton, Massachusetts (hereinafter referred to as the "Town") and _____ (hereinafter referred to as the "Consultant").

WITNESSETH THAT:

WHEREAS, the Town has entered into an agreement with the Commonwealth of Massachusetts Department of Housing and Community Development (DHCD hereinafter), further identified as the Massachusetts CDBG Program to undertake a FY 2019 Community Development Fund Program ("Program" hereinafter), pursuant to the Housing and Community Development Act of 1974 ("Act" hereinafter), as amended, and regulations thereunder, and

WHEREAS, professional services relating to the implementation of the Program are sought to assist the Town in the timely achievement of the FY19 DHCD Community Development Fund program objectives established by the Town's approved application to DHCD, and

WHEREAS, DHCD has reserved its rights pursuant to the "Act" and OMB Circular A-87 of the U.S. Office of Management and Budget to, approve agreements between the Town and vendors of professional consultant services, this agreement will be submitted to DHCD for review and will take effect upon said approval as of the date noted above.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, THE PARTIES HERETO DO AGREE AS FOLLOWS:

1. ENGAGEMENT OF CONSULTANT: The Town hereby engages the Consultant to perform the services set forth herein and the Consultant hereby accepts the engagement.
2. SCOPE OF SERVICES: The Consultant shall perform the necessary professional services as found in Attachment A of this Agreement.
3. RESPONSIBILITY OF THE TOWN: The Town shall assume responsibility for assisting the Consultant insofar as possible for the purposes of efficiency and furnishing the Consultant with information needed to satisfactorily complete the services.
4. REPORTING: The Consultant will report directly to the Community Development Programs Manager, who is acting as the Town's agent on behalf of this project.
5. SUBCONTRACTS: No subcontracts may be awarded by the Consultant the purpose of which is to fulfill in whole or in part the services required of the Consultant, other than those noted below, without prior written approval of the Town. wherein such approval shall not be unreasonably withheld. A subcontract shall not relieve or discharge the Consultant from any obligation, responsibility or liability under this Contract. All subcontracts shall be in writing and shall include by reference compliance with all terms and conditions of this Contract.
6. TIME OF PERFORMANCE: The services of the Consultant are to commence on _____, 2020.

- 6.1 All services required hereunder shall be completed by **Insert Date**, unless otherwise agreed to by the Town and the Consultant.
- 6.2 Performance in a manner which hinders the timely implementation of the program, without good cause, shall constitute grounds for termination of this Contract under Section 8.3.

7. **COMPENSATION:** The Town will pay the Consultant in accordance with the compensation plan detailed in Attachment B. Total compensation shall not exceed _____ Dollars and xxx Cents (\$_____.__) inclusive of all expenses.

The Consultant will invoice the Town for services provided per this Agreement. Each invoice shall be accompanied by a summary report prepared by the Consultant which describes work completed to date.

8. GENERAL PROVISIONS:

8.1 **RETENTION OF RECORDS:** The CONSULTANT shall maintain in accordance with 2 CFR Part 200.333, and any Mass. CDBG regulations, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, and purchase orders that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The CONSULTANT shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

8.2 **ACCESS TO RECORDS:** The CONSULTANT shall make all books, accounts, records, reports, files, and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by the Mass. CDBG, their authorized representatives, authorized representatives of HUD, the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the Attorney General of the United States, or of the Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor and his designee, at reasonable times and upon reasonable notice, to examine the books, records, and other compiled data of the CONSULTANT which pertain to the performance of the provisions and requirements of this Agreement, as provided by Executive Order 195.

8.3. **TERMINATION:** Either party may terminate this Agreement. In the case of termination, all finished and unfinished documents shall become the property of the TOWN. In the event of termination, the CONSULTANT will be compensation for services provided to the effective date of the termination, according to the "Method and Schedule for Compensation," *Attachment A*.

8.3.1 **Termination Without Cause:** Either party may terminate this contract, without cause and without penalty, by providing the other party with prior written notice of termination. Such prior written notice shall be delivered to the other party at least thirty (30) calendar days before the effective date of termination.

8.3.2 **Termination for Cause:** If either party breaches any material term or condition of the Contract, or fails to perform or fulfill any material obligation required by this Contract, the Contract may be terminated or suspended by providing the other party with prior written notice of termination or suspension (7) calendar days before the effective date of termination or suspension. This Contract can be terminated immediately in the event of the criminal participation in fraudulent activities, or in the event the CONSULTANT files for bankruptcy.

8.3.3 **Termination for Emergency:** The TOWN may immediately terminate or suspend this Contract, without penalty, if the TOWN or DHCD determines that an unanticipated emergency situation exists, through no fault of the TOWN, which by law mandates immediate action to protect state or federal funds, property or persons, or to remedy damages which have already occurred. Such termination or suspension shall be effective upon the CONSULTANT'S receipt of written notice of either suspension or termination.

8.3.4 **Termination Due to Elimination or Reduction of Funding:** In the event of an elimination or reduction of funding, for any reason, and through no fault of the TOWN or DHCD, this Contract may be terminated or suspended without penalty, by providing the CONSULTANT with prior written notice of termination or suspension. Such prior written notice shall be made at least thirty (30) calendar days before the effective date of the termination or suspension.

8.3.5 Force Majeure: Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond their control and without their fault or negligence. Such causes may include but are not limited to: Acts of God, or the public enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes or unusually severe weather. Dates or times of performance shall be extended to the extent of delays caused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. Unless otherwise provided by law, or unless otherwise specified by the parties elsewhere in this Contract, the performance dates of this Contract are of the essence and important to the implementation of essential work, and continued failure by the CONSULTANT to perform for an extended period, even for causes beyond the control of the CONSULTANT, shall afford the TOWN the right to immediately terminate the Contract upon the Contractor's receipt of written notice of termination. An extended period shall be any period aggregating thirty (30) or more calendar days.

8.3.6 Obligation in Event of Termination or Suspension: The notice of termination or suspension from the TOWN shall state the circumstances of the termination or suspension, identify any alleged breach, a reasonable period to cure any alleged breach, if applicable, and any instructions or restrictions concerning any allowable activities or costs during this notice period. If the CONSULTANT is not in default or breach of the terms of this Contract, the TOWN shall promptly pay the CONSULTANT for all services provided up until the date of termination or suspension, provided the Contractor submits invoices for payment, with any required supporting documentation, pursuant to the provisions of Paragraph 7, and makes every reasonable effort to minimize any such costs incurred.

8.4 AMENDMENTS: This Agreement may be amended provided such amendment is in writing by the signatories hereto, and receives approval from Mass. CDBG prior to its effective date. Any authorized alternative provisions or additional terms and conditions to this Contract shall be specified in an Attachment or Amendment and shall not replace any boilerplate language, and shall closely and specifically establish the understanding, intent, obligations, responsibilities and expectations of the parties under this Contract.

8.5 NON-DISCRIMINATION: The CONSULTANT shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD; Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 74, as amended and revised by Executive Orders 116, 113 and 227; and Mass. CDBG regulations, procedures or guidelines.

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin. The CONSULTANT shall 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, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin.

8.6 PROCUREMENT STANDARDS: The CONSULTANT shall adhere to the requirements set forth in 2 CFR Part 200.318 through 200.326 and Mass. CDBG regulations, procedures and guidelines with respect to standards governing procurement, and any applicable provisions of State laws and regulations relative thereto, including Chapter 30, section 39M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; and Chapter 30B. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient take affirmative steps to award a fair share of contracts taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. The SUBRECIPIENT shall maintain records sufficient to detail the process for procurement.

8.7 EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of a "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375,

“Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

8.8 FAIR HOUSING: In addition to the laws and regulations set forth herein with respect to ensuring fair housing opportunities, the CONSULTANT shall adhere to the provisions of State Executive Orders 215 and 227.

8.9 LABOR STANDARDS: Where applicable, the CONSULTANT shall adhere to the provisions of Section 110 of the Act, and the Massachusetts General Laws Chapter 149 sections 26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984). In the case of the rehabilitation of commercial property, or rehabilitation of residential property designed for residential use of eight or more families, the CONSULTANT shall adhere to the Federal Labor Standards Provisions (HUD Handbook 1344.1), the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.) and the Copeland Anti-Kickback Act.

8.10 CONFLICT OF INTEREST: The CONSULTANT shall adhere to the mandates of the Massachusetts Conflict of Interest Statute, M.G.L. c.268A, the federal Conflict of Interest Provisions at 24 CFR 570.489 and the federal Hatch Act, 5 U.S.C. ss 1501 et seq.

8.11 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS, AND Mass. CDBG REGULATIONS, PROCEDURES, AND GUIDELINES: All activities authorized by this agreement shall be subject to and performed in accordance with the provisions of the TOWN’s Grant Agreement with Mass. CDBG and all its attachments (including, where relevant, Section 4.14, Flood Disaster Protection, 4.15, Historic Preservation, 4.16, Additional Environmental Requirements, 4.17, Lead Paint Hazards, and 4.18 Relocation Assistance), all applicable federal, state, and local laws and regulations, including but not limited to any applicable regulations issued by HUD published in 24 CFR Part 570, as may be amended from time to time, 2 CFR Part 200, all applicable State and local laws and regulations, including but not limited to those specifically stated herein, any additional regulations, procedures or guidelines as may be established or amended by DHCD.

8.12 EMPLOYMENT OPPORTUNITIES: Where applicable, the CONSULTANT shall comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 U.S.C. 135), which shall serve as guidance for the implementation of said section.

9. AVAILABILITY OF FUNDS: The compensation provided for by this agreement is subject to the continued availability of funds from the Massachusetts CDBG Program, and to the continued eligibility of the Commonwealth and the Town to receive such funds.

10. INDEMNIFICATION: The Consultant shall indemnify, defend, and hold the Town harmless from and against any and all claims, demand, liabilities, actions, causes of actions, cost and expenses caused by or arising out of the Consultant’s breach of this Agreement or the negligence or misconduct of the Consultant or the Consultant’s agents or employees in the completion of the services or products covered by this Agreement.

11. LICENSES: The Consultant shall procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the Scope of Services, Attachment A, as required by federal, state, or local laws or regulations, and shall comply with the provisions of 24 CFR Part 200 with respect to any bonding or other insurance requirements and/or shall ensure that any contractors or subcontractors associated with the EDF program shall do the same.

12. CONFIDENTIALITY: The Consultant will protect the privacy of, and respect the confidentiality of information provided by, program participants, consistent with applicable federal and state regulations, including M.G.L., C. 66, section 10 and 201 CMR 17:00, regarding access to public records and the protection of personal information.

13. PUBLICATION, REPRODUCTION AND USE OF MATERIAL: All published materials including, without limitation, reports, manuals, publications, pamphlets, brochures, advertisements, mass mailings, notices and articles prepared under this agreement with the Consultant and any subcontractors of the Consultant shall be the property of the Town.

No material, including computer software, prepared in whole or in part under this agreement, shall be subject to copyright in the United States of America or in any country except with the prior written approval of the Town

and the DHCD. The Town shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, computer software, or other materials prepared under this agreement with the Consultant and any subcontractor of the Consultant. Any materials which have been previously protected by copyrights and are used by the grantee in the performance of this agreement should not lose the copyright status by being so used.

14. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal award meets the definition of “funding agreement” under 37 CFR Section 401.2 (a) and the recipient or sub-recipient, Town, or the Consultant wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement”, the recipient or sub-recipient the Consultant must comply with the requirements of 37 CFR pat 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements”, and any implementing regulations issued by the awarding agency.

15. **CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED:** If the amount of the contracts and/or subgrants of amounts in excess of \$150,000 the Consultant must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

16. **ENERGY POLICY AND CONSERVATION ACT (42 U.S.C. 6201):** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan must be issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).(l)

17. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made with parties listed on the government-wide Excluded Parties List System in the System for Award Management (hereinafter “SAM”). SAM, in accordance with the OMB United States Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension”. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Town is no currently debarred or suspended by the federal or state government under any law or regulation. The Consultant certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation.

18. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** Contractors, including both the Town and Consultant, that apply or bid for request or receive an award of \$100,000 or more must file the required certification set out in Appendix a to 45 CFR Part 93. Each tier certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The Consultant shall herewith provide the Town/WRA the certification set out in Appendix A to 45 CFR Part 93.

19. **CLOSE-OUT:** The Consultant shall follow such policies and procedures with respect to close-out of any associated grant as may be required by the Town or DHCD.

20. **SEVERABILITY OF PROVISIONS:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, and all other parts of this Agreement shall remain in force and affect.

IN WITNESS THEREOF, the **TOWN** and the **CONSULTANT** have executed this AGREEMENT as of the date above so noted.

The Town of Templeton

Consultant

By: _____
Carter Terenzini, Town Administrator

By: _____

Date: _____

Date: _____

Attest: _____
(Signature)

Attest: _____
(Signature)

Certification as to Availability of Funds *(In accordance with M.G.L. C.44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefor and that the Town Administrator has been authorized to execute the Contract and approve all requisitions and change orders):*

Kelli Pontbriand, Town Accountant

Date

Approval as to Form:

NAME, Esq., Town Counsel

Date

Approval of Contract as to Proper Procurement Method:

Carter Terenzini, Chief Procurement Officer

Date

ATTACHMENT H

ADVERTISEMENT: REQUEST FOR QUALIFICATIONS AND PROPOSALS

Templeton ADA Transition Plan and 504 Self-Assessment Project

The Town of Templeton is requesting qualifications and proposals from qualified ADA consultants to complete a 504 Self-Assessment and ADA Transition Plan for the Town of Templeton. The complete Request for Qualifications and Proposals (RFQP) is available from the Town by contacting Peter Sanborn, CDBG Grant Manager, by email at psanborn@cogincorp.com.

Electronic submissions via email are due on or before 4:00 PM, April 29, 2012 to Peter Sanborn, email: psanborn@cogincorp.com.

The Town of Templeton reserves the right to reject any and all proposals as it deems in its best interests to do so. The Town does not discriminate on the basis of race, color, national origin, sex, religion and disability in employment or provision of services. The Town encourages submissions from Section 3, D/M/WBE firms. Templeton is an AA/EEO contracting agency.

ATTACHMENT I

LIST OF TOWN PROPERTIES

Templeton ADA Transition Plan and 504 Self-Assessment Project

There are 31 publically-accessible municipal properties in need of assessment, which includes 10 buildings/public facilities and 21 recreational/open space properties, cemeteries, or parking lots. The Templeton Police Department will be assessed, despite having undergone recent renovations.

The Plan will not include a review of Narragansett Regional School District facilities.

Properties in Need of Assessment:

1. Templeton Town Hall
2. Templeton Police Station
3. Fire Department offices and stations
4. Boynton Public Library
5. Templeton Food Pantry