

Meeting Agenda - Minutes Worksheet

Team Name: Upton Affordable Housing Trust
 Meeting Purpose: General Business Meeting
 Chairman: Amanda Graham
 Date, Time, Location: Monday, 16 November 2015 // Upton Town Hall, BoS Conference Room // 6:00PM
 Meeting Number: #8-2015.11
 Members Present: Amanda Graham, Dick Desjardins, Ken Picard, Karen Itinarelli, Richard Whitehouse
 Minutes Status: **Approved**

Agenda Item / Topic	Presenter	Discussion / Conclusion	Action / Responsibility
Call Meeting to Order / Review the Agenda	Chairman	The meetings was called to order at 6:00pm The agenda was reviewed and approved.	Informational
Approval of Previous Meeting Minutes	Chairman	A motion was made to approve the minutes of meeting #7-2015.10 as submitted. The motion was seconded. The motion was voted, the motion passed 5 – 0.	Ken will submit approved meeting minutes to the Town Clerk.
Special Permit Zoning Bylaw Inclusionary Housing Development	Ken	Ken opened the discussion with a brief overview of the 1 st draft special permit. Ken asked Richard to lead the discussions with his comments due to his development design back ground. Richard systematically went through the 1 st draft and made comments and the Trustees agreed to edit the 1 st draft. Modifications to the 1 st draft occurred in the listed sections: <ul style="list-style-type: none"> ➤ X.X.1 Purpose & Intent ➤ X.X.2 Definitions ➤ X.X.6.2 Application for Approval ➤ X.X.7.2.e Storm water management ➤ X.X.9.1 Affordable option ➤ X.X.9.2 Active Recreation Space Option ➤ X.X.9.3 Open Space Option ➤ X.X.10.4 Building Permit & Inspection Fees ➤ X.X.12.2 Buffer zone ➤ X.X.21 Landscaping Note the attached exhibit.	Ken will submit a 2 nd draft to the Trustees for their review and comment.

Town of Hudson Plan for Shared Housing Services	Amanda	<p>Amanda started the discussion by informing the Trustees that she had a conversation with Trish Settles of CMRPC about the other proposed similar communities. The other communities are not as far along as Upton and do not have any readily accessible funding to support the shared services program.</p> <p>The Trustees discussed options and ideas. The conclusion was it would be in Upton's best interest at this time go it alone and in the future become the lead community when the opportunity for shared service is feasible.</p> <p>The Trustees would like to generate a RFP for Affordable Housing Consultant services with an emphasis on 1) Monitoring, 2) Administration, 3) Local Support</p>	Amanda will contact Trish and find out if she is available to meet with the Trustees at their next meeting to discuss this topic.
Town Owned Property on Orchard Street	Ken	<p>Ken informed the Trustees that the Board of Selectmen agreed to support donating the Town owned land on Orchard Street to an affordable housing project. The Town Manager requested that the RFP be written by someone else due to the fact her has no experience with this type of RFP.</p>	Amanda will contact Trish and find out if she is available to meet with the Trustees at their next meeting to discuss this topic.
Other Topics Not Reasonably Anticipated	Chairman	None	
<p>Next Meeting Look Ahead</p> <ul style="list-style-type: none"> • Location • Date & Time • Topics 	Chairman	<p>Upton Town Hall, room to be determined Monday, 14 December 2015; 6pm – 7pm T/B/D</p>	<p>Amanda will generate an agenda and post a meeting notice with the Town Clerk.</p> <p>Ken will reserve a conference room.</p>
Adjourn the Meeting	Chairman	The meeting was adjourned at	Informational



CENTRAL MASSACHUSETTS REGIONAL PLANNING COMMISSION

2 WASHINGTON SQUARE- UNION STATION

WORCESTER, MA 01604

Request for Proposals for Regional Housing Consultant Services

Due Date: April 1, 2016
Due Time: 5:00PM EST

Contents

LEGAL NOTICE	3
Notice of Request for Proposals.....	4
Section I: RFP Process Timeline	6
Section II: Proposal Checklist.....	7
Section III: General Information & Proposal Submission.....	8
Section IV: Project Overview.....	11
Section V: Scope of Work and Deliverables.....	17
Section VI: Proposal Preparation, Evaluation & Selection.....	25
Section VII: Terms and Conditions.....	31
Section VIII: Required Proposal-Contract Forms	35
Section IX: Sample Evaluation Form and Contract.....	50
Section X: Standard General Contract	51

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LEGAL NOTICE

Request for Proposals – Shared Housing Consultant Services

The **Central Massachusetts Regional Planning Commission (CMRPC)** is seeking qualified contractors/consultants to provide regional housing consultant services for some of its member towns including the Towns of Upton and possibly others. A full bid package with specifications will be available February 1, 2016 at 10:00am at

Central Massachusetts Regional Planning Commission,
2 Washington Square – Union Station,
Worcester, MA 01604

or by email from Trish Settles at tsettles@cmrpc.org. Questions/RFI's may be directed to tsettles@cmrpc.org. A Pre-Bid Conference will be held on February 15, 2016 at 10:30am at Central Massachusetts Regional Planning Commission, 2 Washington Square – Union Station, Worcester, MA 01604. All bids are due to the Regional Services Manager by April 1, 2016 at 1:00pm. 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 CMRPC Executive Committee in collaboration with representatives from the participating Towns. CMRPC 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.

Notice of Request for Proposals

Description:

The Central Massachusetts Regional Planning Commission (CMRPC) Municipal Collaboration Manager, invites Qualified Proposers to submit proposals to provide regional housing consultant services. The full scope of work is attached herein in Section IV.

Comment [TS1]: (or should this be Chief Procurement Officer)

RFP Packages:

RFP Packages will be available beginning February 1, 2016 at 10:00 AM. Packages are available via email by contacting tsettles@cmrpc.org. Packages are also available for pick-up at the following address:

CMRPC
2 Washington Square – Union Station
Worcester, MA 01604

Due Date & Time:

Proposals are due by 1:00 PM EST on March 14, 2016. The clock in the reception area of CMRPC shall be the sole determining factor of time.

Comment [TS2]: Date check

Place:

RFP's are to be submitted to:

CMRPC Municipal Collaboration Managers' Office
2 Washington Square – Union Station
Worcester, MA 01604

Pre-Bid Conference:

A pre-bid conference will be held on February 15, 2016 at 10:30am in Grant Conference Room of CMRPC. 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*.

Comment [TS3]: Date check

Questions/RFI's:

If you have questions about this RFP or have a request for information (RFI) or clarification, please contact Trish Settles at tsettles@cmrpc.org. All questions and requests for clarification must be received *in writing* by 5:00pm on February 29, 2016. It is anticipated that a compilation of all questions and responses will be distributed via email to prospective proposers by 5:00 PM on March 1, 2016.

Contract Info:

Unless otherwise specified, the CMRPC Standard General Contract shall be used, a draft of which is enclosed herein. (See Section VIII.)

Project Period:

CMRPC 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 immediately thereafter. Such services are expected to be completed within 360 days of the contract award. CMRPC, at its sole election, may renew this contract for two additional one-year terms.

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Section I: RFP Process **Timeline**

Comment [TS4]: Check dates

February 1, 2016	RFP legal notice appears in Goods & Services Bulletin.
February 1, 2016	RFP legal notice appears in the <u>Worcester Telegram & Gazette</u> .
February 1, 2016	RFP available at 10:00 AM
February 15, 2016	Pre-proposal conference at 10:30 AM.
February 29, 2016	Last day to submit questions or requests for clarification. All questions must be submitted in writing via email to <u>tsettles@cmrpc.org</u> by 5:00pm.
March 7, 2016	Last Addendum issued
March 14, 2016	Proposal due date. Deadline for proposals is 1:00 PM EST. The clock in the CMRPC's reception area shall be the sole determining factor of time.
March 15-March 31, 2016	Selection Committee reviews proposals and selects most highly advantageous proposal; commences interview of proposer providing most advantageous proposal.
April 1, 2016	Notification of Award
Early April 2016 (Exact date TBD)	Project kick-off meeting with Participating Communities.

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.

Non-Price Proposal Envelope

- Exhibit A- Proposal Signature Page (provided)
- Non-Price Proposal
- Exhibits C-F Certifications (provided)
- References
- 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: "CMRPC- Regional Housing Consultant- Non-Price Proposal."
- One (1) electronic copy of the proposal on CD or USB memory stick

Price Proposal Envelope

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

Section III: General Information & Proposal Submission

Requirements

This is a Request for Proposals (RFP) to provide regional housing consultant services to the Town of Upton and other Central Massachusetts communities.

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

Competitive sealed proposals for the services specified will be received by CMRPC, 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.

Submission Requirements:

- One unbound original Price Proposal in a sealed envelope marked in the lower left corner with the words: "CMRPC - 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 four (4) bound copies of the Non-Price Proposal in a sealed envelope or box marked in the lower left corner with the words: "CMRPC - 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.

General information:

- Anyone who intends to submit a Proposal must contact CMRPC directly and specifically request a copy of this RFP, unless such company was sent a copy directly from CMRPC. CMRPC has 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.
- This RFP is exempt from the requirements Massachusetts General Law, Chapter 308, 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 CMRPC;
- A Proposer may correct, modify, or withdraw a proposal by written notice if received by CMRPC 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

Comment [TS5]: check

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 CMRPC 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 Trish Settles via e-mail, phone, or fax if they believe an addendum has not been received.
- CMRPC 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. CMRPC reserves the right to reject all proposals and waive informalities.
- A Selection Committee made up of CMRPC staff and a representative from each participating community will evaluate the proposals and recommend a Proposer for award by CMRPC.
- Any contract issued in response to a successful proposal must be approved by the CMRPC Executive Committee. CMRPC reserves the right not to make an award on this contract if doing so is in the best interest of the participating Towns.

Section IV: Project Overview

Introduction

This RFP is a collaborative effort between the Towns of Upton, and others with CMRPC acting as the administrator. These communities, as with most communities in the Commonwealth, are interested and motivated to preserve their affordable housing stock as well as creating new affordable housing. Because this is a joint effort among multiple towns, the funding stream to support these activities comes from a variety of municipal sources and cannot be guaranteed beyond the first year of activities. Nonetheless, it is anticipated that the resulting contract will allow for two additional one-year renewals to obtain, potentially, three years of contracted housing services from the selected consultant. CMRPC does have available office space for the consultant but it is generally assumed that the consultant will work out of its own offices with its own equipment. Alternative arrangements can be negotiated upon the selection of the preferred consultant.

Project Period

Term of contract is for one (1) year, with provisions for renewing two additional one-year terms, resulting potentially in three years of services. It is possible that after completion of the first year, some of the communities may choose not to continue, while others may continue to engage the consultant.

Project Objective

The objective of this project is to jointly procure for affordable housing consulting services to monitor, retain, and create affordable housing in the five towns.

The purpose of this RFP is to select a service provider who can demonstrate the experience and capacity necessary to deliver the services described herein, and best meets the Minimum Evaluation Criteria described in Section VI. The service provider could be a private consulting firm, a non-profit organization, a public housing authority or other knowledgeable organization.

Budget

CMRPC will be the contracting entity for the scope of services, with the other municipalities paying CMRPC for their services.

There are two parts to this contract budget: Base Services and Local Support. Base-level of service, in year one, shall be determined by the consultant's hourly rate multiplied by the Monitoring Services and Regional Activity hours in the Core Services Chart below. Because year one start-up services include the gathering of significant amounts of data and the development of databases and other resources, the year-one base services contract shall exceed the anticipated level of work for the base contract in years two and three (if renewed).

Additional hours of service as needed by the individual municipalities for Local Support shall also be a part of this contract. The Local Support budget shall be based on the Consultant's hourly rate but shall be assigned a not-to-exceed dollar value by each municipality based on each town's anticipated level of need as outlined in the Local Support section of the Core Services Chart.

Each participating community will contract for some level of the services approximately as depicted in the chart on the following page:

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7. Administration	Monthly advisory, status	1	12	12	12	12	12	12	12	12	48
8. Resident Support	Resident inquiries	3	1	3	1	3	1	3	1	3	12
C. Local Support											
9. Project Consultation	Per project	20	2	40	2	40	2	40	2	40	160
10. Program Development	Program guidelines, materials, implement	2	2	4	2	4	2	4	2	4	16
11. On-site Support	Per meeting: staff, housing entities	3	12	36	12	36	12	36	12	36	144
12. Community Outreach and Planning	HPP, policy, education	1	12	12	12	12	12	12	12	12	48
13. Locate Buyers/Renters	Ready buyer/renter list	50	1	50	0	0	0	0	1	50	100
Total	Estimated Annual Hours	811									4437.5
	Estimated Hours/wk	16.22									85.33654

Project Logistics

From a facilities perspective, CMRPC will provide access to a central office, with a phone and internet connection. An address and phone number will be published for residents of the five towns to use, and the consultant will be responsible to respond to those inquiries. The consultant can assume that all meetings are at the individual municipality site, and that independent work can take place in a separate commercial or home office. Photocopying equipment, and paid postage is available to the Consultant through the CMRPC.

Fringe Benefits

None. This is a consultant contracted position. The selected consultant shall not be deemed an employee of CMRPC.

Consultant Expenses

All expenses including reimbursable expenses shall be within the fixed fee amount. Unless otherwise noted elsewhere in this RFP, the Consultant will not be reimbursed for business expenses such as office supplies, meals, long distance communications or travel to and from work or meeting locations. The Towns shall not be responsible for handling, printing, binding and delivery fees. However, the consultant may be reimbursed for certain expenses and direct costs if those costs are clearly identified in the Consultant's Price Proposal, and approved in advance of expenditure, by CMRPC. All original receipts must be provided to the CMRPC for reimbursement.

Accountability

The consultant will work under the supervision and direction CMRPC Municipal Collaboration Manager CMRPC Municipal Collaboration Manager will serve as the day-to-day liaison to the consultant throughout the project. All policy direction for this project will be provided by the multi-town Inter-Municipal Steering Committee which shall have one designee from each participating town.

Publicity, News Releases, and Sharing of Information

The selected consultant shall keep confidential and shall not, without the approval CMRPC, release or disclose any information relating to the Project to anyone, except as necessary to perform its work hereunder.

The consultant shall not make any pronouncements or news releases pertaining to this solicitation for proposals, the award of a contract for this proposal, or about the ongoing project activities without prior approval from CMRPC.

Ownership and Confidentiality of Work Product

All materials developed on behalf of the community under this contract are assumed to be subject to the public records laws of the Commonwealth and as such are entirely the property of the participating towns. Upon completion of this project the work product in its complete form should be transferred to each respective town. All records must be provided to the

towns in their original electronic form as MS Word, Excel documents, or power point, and not write-protected via translation to Adobe.PDF documents. A hard printed copy of each record item must also be transferred at the end of the work period.

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Section V: Scope of Work and Deliverables

Project Context

The Minuteman Advisory Group on Inter-local Coordination (MAGIC) is a sub-region of the Metropolitan Area Planning Council (MAPC), a regional planning agency serving the 101 cities and towns of Greater Boston. The thirteen MAGIC communities work collaboratively on issues of regional concern, such as transportation, the environment, energy, open space, affordable housing, economic and community development, and legislative issues. Several years ago, the Town of Sudbury initiated a process to consolidate housing services for nearly half of the MAGIC communities. Many of the remaining Towns, not previously served, are now working jointly to follow a similar process. Responders interested in understanding how Sudbury's program model worked, should please attend the Pre-Bid Conference to be held on May 30. In the event Responder cannot attend this meeting, please contact Trish Settles, Central Massachusetts Regional Planning Commission in Worcester at settles@cmrpc.org or 508 459 3320 rustb@sudbury.ma.us for more information.

The participating towns 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. The Department of Housing and Community Development (DHCD) maintains a Subsidized Housing Inventory (SHI) of qualifying affordable units to track each community's inventory of affordable housing. Communities that have 10% of their year-round housing stock designated as affordable housing may deny comprehensive permit applications (408).
- Communities want to expand the housing options for low and moderate income residents.
- Communities want to preserve public subsidies since all units of affordable housing are created with public subsidies (such as funds, zoning bonuses or public resources).

As with most municipalities, the task of managing the affordable housing inventory is not a specific assignment for municipal staff. Generally the Planning or Community Development Office is responsible for any municipal activity required, and often this is an adjunct part of the job responsibilities and often not in the job description at all. 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.

Goals and Objectives

The purpose of this RFP is to jointly procure technical housing assistance for the participating MAGIC 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. Existing restricted units are preserved by pro-active monitoring and the municipality becomes aware of any violations or pending affordable housing issues.
2. Residents are served by having easier access to affordable housing opportunities, and are 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 May 2013, with pending projects below.

	Upton	Berlin	West	Mendon	Other
Public Housing Units	0	0	488	92	0
DDS units	0	0	25	33	4
Other Rental	28	0	130	148	110
Ownership	39	24	87	18	33
Total Current SHI Units	67	24	730	291	147
Current %SHI	3.7%	1.16%	9.17%	8.45%	5.88%
Pending s	0	248	176	190	71
Total with ending Units	67	272	906	481	218
Pending %SHI	3.7%	13.19%	11.38%	13.97%	8.72%

Scope of Services

There are three main types of services sought as part of this RFP: Monitoring Services and Regional Activities (base contract) and Local Support (on an hourly basis as needed).

The delivery of Monitoring Services by the Consultant is the base core of the project. This will be supplied to each of the five communities, and should be estimated as an hourly rate multiplied by the number of units and type of development. Also part of the base is the Regional Activities which are comprised of the administrative work of the project, and services directly needed to respond by phone and in writing to resident inquiries.

The Local Support category of work provides value-added services to each municipality focusing on assisting specific projects and 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. While the level of delivery of

these desired services will vary, the successful Consultant should be able to deliver this breadth of service.

It is contemplated that the base contract will include the Monitoring Services and a variable amount of local support, as needed by the municipalities.

A. Monitoring Services (Base Contract)

The Monitoring Services ensure and enforce compliance of existing affordable housing restrictions with the goal of preserving the affordable units.

As a background context, the different affordable housing programs generally require different monitoring responsibilities for municipalities. The DHCD LIP Program, used for both ownership and rental in 40B and Local Action Unit (LAU) developments, generally require annual certification by the municipality to DHCD that the units comply with stated requirements. The MassHousing NEF Housing Starts Program requires a third-party Monitoring Agent to perform these required certifications. The MassHousing program does not currently require annual certification for homeownership units, only for rental units. Rental units, in all programs, require annual tenant recertification using updated source documents. Tenants must remain income eligible to continue occupying an affordable unit. 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 includes identifying specific local requirements for local programs and restrictions.

This effort results in the development of the Annual Monitoring Plan with database and gathering of documentation. 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. This inventory of documents and 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:

1. Create Central Repository, Database & Plan- Year 1 Only

The first task is to create a repository of project legal documents for all projects. 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, is reviewed by the Consultant 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.

The information the Consultant must collect 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 the development of a central repository and an accurate listing on DHCD's SHI.

2. 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.

3. 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.

4. Rental Units. Compliance Report, 3rd Party is Monitoring Agent

For non-UP 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.

5. Resolve SHI 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.

6. Value Ownership Units for Assessment Purposes

This effort provides the Assessor's Office with annual valuations for the affordable units. As required by the Department of Revenue, property assessments must take into account deed restrictions in their valuation. This value-added service is facilitated greatly by the complete inventory and analysis of each deed restriction and its method of resale calculation.

This effort results in the delivery of a list to the Assessor's Office of the proposed valuation of each affordable unit for tax assessment purposes.

B Regional Activities (Base Contract)

7. 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 bi-annual 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.

8. 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. CMRPC 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. Local Support (Hourly Contract)

The other branch of requested services is grouped under the umbrella of Local Support, as the services are provided to individual municipalities on an as-needed, a-la-carte basis. The local support provides value-added responsibilities focusing on assisting specific projects and locally sponsored unit creation development, administration, and retention. It is contemplated that the municipalities are able to contract for different levels of local support, as needed, as part of the base contract.

9. 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 408 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:

- Assisting 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;

10. 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.

11. 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.

12. 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, supporting community outreach through housing forums and communication, and assisting with local policy initiatives.

13. 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.

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

- A central document repository and accurate listing on DHCD's SHI

- Annual Monitoring Plan
- Compliance list-certifications,violations (with course of action)
- TaxAssessment proposed valuations 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 (if renewed)

- Updates to any of the above items
- Annual Monitoring Review
- Compliance violation list (if any)
- TaxAssessment proposed valuations 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.

Appendix

See following pages for SHI listings for each community to gain a better understanding of the types of housing projects in each community.

Table with each communities SHI inventory

Section VI: Proposal Preparation, Evaluation & Selection

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.

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 CMRPC 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 CMRPC upon debt or contract, or who is a defaulter as to surety or otherwise upon any obligation to the CMRPC.

Withdrawal of Proposal

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

Acceptance or Rejection of Proposal

CMRPC 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. CMRPC 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.

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.

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."

Selection Criteria

CMRPC 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. CMRPC 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.

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 CMRPC. Price alone will not be the determining factor in the awarding of a contract. CMRPC 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 CMRPC.

CMRPC expects to award the contract within 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 CMRPC. Upon award, the engagement must commence within ten (10) days of receipt of a Notice of Award by the selected Consultant.

Proposing All or Any Items

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

Exceptions

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

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.

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:
 - 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 to 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 initialed in original ink by the authorized person signing the offer.
- 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.

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.

Consultant minimum qualifications:

1. Consultants must be an individual or an organization that has experience with affordable housing subsidy programs.
2. Consultants should have experience working with municipalities and/or Housing Boards, and familiarity with Town government.
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 an effective communicator both orally and in writing and possess the capacity to deal tactfully with the public.

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 - 1point), or 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.

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** - Proposal 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 - Resumes 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 - Resumes 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 - Resumes 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 - Resumes 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.

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

Section VII: Terms and Conditions

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 or Scope of Work. The term "CMRPC" shall mean the Central Massachusetts Regional Planning Commission (CMRPC).

Check or Proposal Bond

Not applicable

Forfeiture of Check or Proposal Bond

Not applicable

Contract Bond

Not applicable

Payment Bond

Not applicable

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 employees working under the control of the Consultant and shall relieve the CMRPC 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.

Insurance

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

- A. All consultants working for the CMRPC 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.
- B. 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 CMRPC as additional insured.
- C. Consultants engaged in work valued between \$5,000 and \$10,000 shall provide CMRPC with a Certificate of Liability Insurance for a minimum of \$500,000 naming the CMRPC as additional insured.
- D. 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.
- E. Copies of the Worker's Compensation Certificates and the Liability Insurance Policies must be presented by the successful Consultant before any contract is issued.
- F. Other insurance requirements if applicable.

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 deliverables. Final payment will not be made until all deliverables have been received and approved by the CMRPC. 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 CMRPC. Payments may be made on a basis of estimated partial completion of work or delivery.

Liability & Indemnification

The CONSULTANT shall defend, indemnify, and save harmless the CMRPC 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 CMRPC from moneys due or to become due to

the CONSULTANT under this contract, until such claims shall have been discharged or satisfactorily secured.

Royalties and License Fees

The CONSULTANT shall pay all royalties and license fees. The CONSULTANT herein agrees to assume and save the CMRPC, its officers and agents harmless from liability of any kind or nature whatsoever, arising out of the use by CMRPC, 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 CMRPC from any and all such liabilities whether or not such claims are well founded in law.

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.

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.

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 CMRPC, endorsed on or attached to the contract.

Purchases

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

Certificate of Non-Collusion

The CONSULTANT must certify that no official or employee of CMRPC 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.

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, CMRPC 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).

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.

Equal Opportunity Certification

CMRPC is an equal opportunity employer. Further, it is the policy of CMRPC 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.

Section VIII: Required Proposal-Contract Forms

The following pages contain forms that must be included with the proposals.

- Exhibit A.....Proposal Signature Page
- Exhibit B.....Price Proposal Signature Page
- Exhibit C.....Certificate of Non-Collusion
- Exhibit D.....Certificate of Tax Compliance
- Exhibit E.....Certificate of Authority
- Exhibit F.....Equal Opportunity Certification

DRAFT

EXHIBIT A

PROPOSAL SIGNATURE PAGE

Complete this page and return as a cover sheet for the completed non-price proposal.

Central Massachusetts Regional Planning Commission (RFP) to provide regional housing consultant services.

Company Name

Contact Person *(please print)*

DRAFT

Street

Phone

City, State, Zip

Fax

Email

Submits the attached proposal for this Request for Proposals to the participating CMRPC (lead), on the authority of the undersigned and as dated below. I confirm and pledge to abide by and be held to the requirements of this RFP and its resulting contract, to perform any tasks and deliver any documents required, and to execute a Contract with CMRPC, as contract administrator.

Bidder acknowledges receipt of the following addenda*

1. _____
2. _____
3. _____
4. _____

Authorized Agent of the Contractor:

Signature (blue ink please)

Printed Name

Title

Date

If a corporation, attach certificate of vote or apply corporate seal here) Form must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity.

Contractor should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

** to be filled in by Proposer, if addenda are issued.*

DRAFT

EXHIBIT B

PRICE PROPOSAL SIGNATURE PAGE

Complete this page and submit with any attachments in a separate sealed envelope from non-price proposal.

Central Massachusetts Regional Planning Commission (CMRPC) RFP to provide regional housing consultant services.

The undersigned proposes to provide services to the Town of Upton, and others in accordance with the response to its Request for Proposals (RFP). This price includes all services and out of pocket expenses as per the terms and specifications stated in the non-price proposal.

Price includes but is not limited to all deliverables listed in the RFP.

1. Separate costs are requested for the following elements for Year 1, as listed in the RFP:

Price Proposal Year 1	Approx. Hours Per Year	x	Hourly Rate	=	Total Cost
A. Monitoring					
1. Create Monitoring Database & Plan		x		=	
2. Ownership Units: Annual Monitoring		x		=	
3. Rental Units: Tenant Compliance		x		=	
4. Rental Units: Compliance Report		x		=	
5. Resolve SHI Discrepancies		x		=	
6. Assessor Valuation		x		=	
B. Regional Activities					
7. Administration		x		=	
8. Resident Support		x		=	
C. Local Support					
9. Project Consultation		x		=	
10. Program Development		x		=	

				=	
11. On-site Support		x		=	
12. Community Outreach & Planning		x		=	
13. Locate Buyers/Renters		x		=	
Total					

2. Separate costs are requested for the following elements for Years 2-3, if renewed:

Price Proposal Year 2-3	Approx. Hours Per Year	x	Hourly Rate	=	Total Cost
A. Monitoring					
1. Create Monitoring Database & Plan		x		=	
2. Ownership Units: Annual Monitoring		x		=	
3. Rental Units: Tenant Compliance		x		=	
4. Rental Units: Compliance Report		x		=	
5. Resolve SHI Discrepancies		x		=	
6. Assessor Valuation		x		=	
B. Regional Activities					
7. Administration		x		=	
8. Resident Support		x		=	
C. Local Support					
9. Project Consultation		x		=	
10. Program Development		x		=	
11. On-site Support		x		=	

12. Community Outreach & Planning		x		=	
13. Locate Buyers/Renters		x		=	
Total					

**CMRPC RFP to provide Regional Housing Consultant Services
Signature Page**

Year 1		
A. Monitoring	\$	<input style="width: 90%; height: 20px;" type="text"/> Dollars
		<hr style="width: 80%; margin: 0 auto;"/> <i>Written Sum</i>
B. Regional Services	\$	<input style="width: 90%; height: 20px;" type="text"/> Dollars
		<hr style="width: 80%; margin: 0 auto;"/> <i>Written Sum</i>
C. Local Support	\$	<input style="width: 90%; height: 20px;" type="text"/> Dollars
		<hr style="width: 80%; margin: 0 auto;"/> <i>Written Sum</i>
Year 2-3 (if renewed)		
A. Monitoring	\$	<input style="width: 90%; height: 20px;" type="text"/> Dollars
		<hr style="width: 80%; margin: 0 auto;"/> <i>Written Sum</i>
B. Regional Services	\$	<input style="width: 90%; height: 20px;" type="text"/> Dollars
		<hr style="width: 80%; margin: 0 auto;"/> <i>Written Sum</i>
C. Local Support	\$	<input style="width: 90%; height: 20px;" type="text"/> Dollars
		<hr style="width: 80%; margin: 0 auto;"/> <i>Written Sum</i>

Signature (blue ink please)

Date

Printed Name

Title

Company Name

Email

Address

Phone

City, State, Zip

Fax

EXHIBIT C

CERTIFICATE OF NON-COLLUSION

Chapter 30B, § 10

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

Individual or Corporate Name of Proposer

Signature of Authorized Agent

Printed Name of Authorized Agent

Title

Date

Form must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity.

Contractors should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

EXHIBIT D

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Law Chapter 62C, § 49A, I hereby certify under penalties of perjury that I have, to the best of my knowledge and belief, filed all state tax returns and paid all state taxes required under law.

Social Security or Federal ID. Number

Signature: Individual or Corporate Officer

Title

Date

Please Print:

Corporate Name (as used for tax filing) Address
P.O. Box

City, State, Zip Code

**Your Social Security Number or Federal Identification Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Proposers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of M.G.L. Ch. 62C, § 48A.*

Form must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity.

Contractors should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

Signature (blue ink please)

Printed Name

Title

Company Name Email

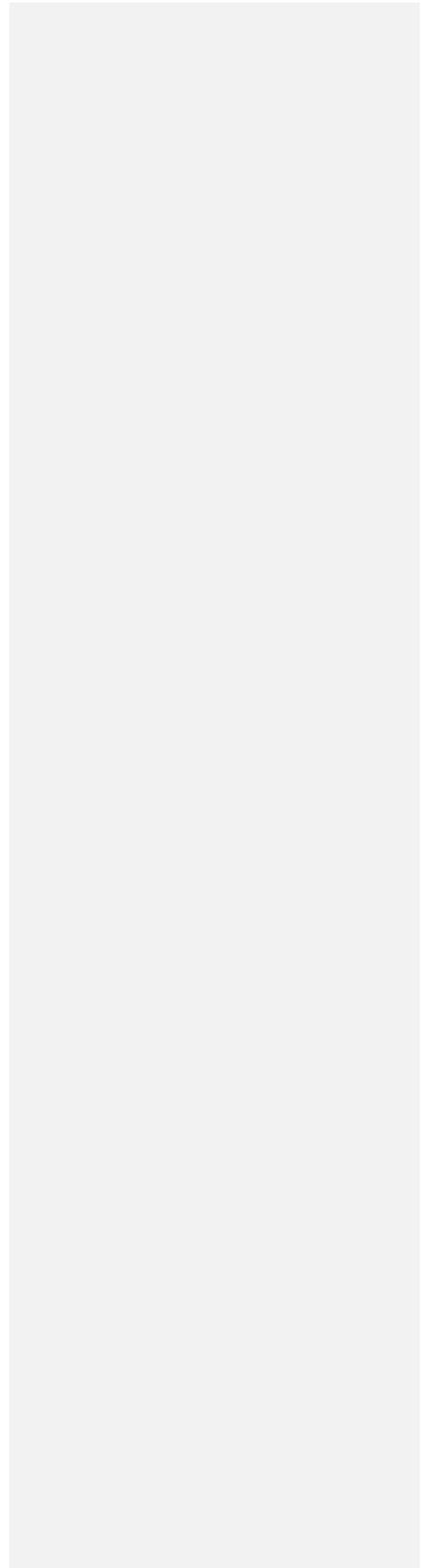


EXHIBIT E

CERTIFICATE OF AUTHORITY

Meeting of Board of Directors

At a meeting of the Directors of the -----; ;o---.----c-----duly called
(Corporation)

and held at _____ on the _____ day of _____

_____, in the year at which a quorum was present and acting, it

was voted, that -----ccc-----:----- the ----= --;-c----c-- of this
(Name) (Title/position)

Corporation is hereby authorized and empowered to make, enter into, sign, seal and deliver, on behalf
of this Corporation a Proposal and subsequent Contract for

(brief description)

with CMRPC, and any performance and payment bonds (each in the amount of the
Contract) in connection with such Contract, if applicable.

I hereby certify that the above is a true and correct copy of the record, that said vote has not been
amended or repealed and is in full force and effect as of this date, and that

_____ is a duly elected _____ of this Corporation.

Clerk or Secretary of the Corporation _____

If a corporation, attach certificate of vote or apply corporate seal here)

EXHIBIT F

EQUAL OPPORTUNITY CERTIFICATION

Pursuant to 28 CFR Part 42.204 (d), I certify that my employment practices comply with Equal Opportunity Requirements and complies with 28 CFR Part 42.202.; that my organization complies with the Americans with Disabilities Act.

Individual or Corporate Name of Proposer

Signature of Authorized Agent

Printed Name of Authorized Agent

Title

Date

Form must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity.

Contractor should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

Section IX: Sample Evaluation Form and Contract

EVALUATION WORKSHEET

(For office use only)

PROPOSAL: _____

DATE: _____

PROPOSER: _____

EVALUATOR: _____

RATING KEY:

Highly Advantageous (HA);

Not Advantageous (NA);

Advantageous (A)

Unacceptable (U)

SELECTION CRITERIA (From RFP):

	HA	A	NA	U	Comments
Criteria 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Criteria 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Criteria 3:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Criteria 4:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Readiness to Proceed		<input type="checkbox"/> Acceptable	<input type="checkbox"/> Unacceptable		
References		<input type="checkbox"/> Acceptable	<input type="checkbox"/> Unacceptable		
Interview		<input type="checkbox"/> Acceptable	<input type="checkbox"/> Unacceptable		

Section X: Standard General Contract

CENTRAL MASSACHUSETTS REGIONAL PLANNING COMMISSION

STANDARD GENERAL CONTRACT

PROVISION OF _____

Agreement made this ___ day of _____, 2016 by and between the Central Massachusetts Regional Planning Commission (CMRPC), a duly existing corporation in the Commonwealth of Massachusetts, through its duly elected Executive Committee with no personal liability to themselves herein after referred to as the "CMRPC" and a duly formed corporation, herein after referred to as the "Contractor."

RECITALS

WHEREAS the Contractor will furnish CMRPC with _____ WHEREAS the CMRPC desires to purchase such goods and I or services from Contractor in a timely manner and;

WHEREAS it was one of the conditions of the award of the contract that a formal agreement should be executed, by the Contractor and the CMRPC, evidencing the terms of the award;

NOW THEREFORE in consideration of the mutual covenants contained the patties agree as follows:

ARTICLE I

Contractor shall furnish CMRPC with _____ subject to and in compliance with all conditions, covenants, stipulations, terms and provisions contained in the Request for Proposal Specifications, Instructions to Bidders and related documents all of which is attached hereto as Exhibit "A" and incorporated herein by reference. Contractor shall provide these materials or services for the sum equal to the aggregate purchase price of the goods and professional services to be furnished by Contractor at the prices and rates specified in the Contractor's proposal also attached hereto as Exhibit "B" and incorporated herein by reference.

ARTICLE II

Contractor acknowledges that reliability of service is essential in this agreement with the CMRPC, and agrees to adhere faithfully to the scope of services as described in the bid documents. In addition to any other warranties or guarantees attached hereto, Contractor warrants that the goods, items or materials which are the subject matter of this contract are fit for the use and purpose intended.

ARTICLE III

Contractor covenants and agrees to faithfully perform all of its obligations under this agreement and the incorporated documents hereto. Said performance shall be in a professional and workmanlike

manner and in accordance with the standard of care and conduct that is generally acceptable in the business or profession. Further, Contractor shall complete and sign all forms attached herein as Exhibits "C-E".

ARTICLE IV

A. The contractor warrants that (1) the goods sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the CMRPC.

B. The Contractor guarantees that upon inspection, any defective or inferior goods shall be replaced without additional costs to the CMRPC. Contractor will assume any additional costs accrued by the CMRPC due to the defect or inferior goods.

C. The Contractor guarantees all goods for a period of one (1) year provided that if any express or implied warranties exist of a term greater than one (1) year, then such warranties will supersede the one (1) year warranty specified herein.

ARTICLE V

Contractor certifies the suitability, professionalism, and capability of all individuals employed to furnish services as specified herein by Contractor and in any documents incorporated herein by reference.

ARTICLE VI

CMRPC agrees to faithfully pay the Contractor, when due and payable, and under the terms of all such incorporated documents and instruments to this agreement, all such contracted sums.

ARTICLE VII

The term of this contract shall be for (insert renewal provisions if applicable)

ARTICLE VIII

1. Termination for Cause: If through any cause, one party shall fail to fulfill in timely and proper manner, its obligations under this Agreement, or if one party shall violate one of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement hereunder by giving written notice of such termination. In case of termination, all finished and unfinished documents shall become the property of CMRPC.

In the event of termination, the Contractor shall be compensated payment of an amount equal to the services or goods provided by the Contractor as of the date of termination.

2. Termination for Convenience: CMRPC may terminate this Agreement at any time for any reason, upon submitting to Contractor thirty (30) days prior written notice of its intention to terminate. Upon receipt of such notice, Contractor shall immediately cease to incur expenses pursuant to this

Agreement unless otherwise directed in the termination notice. Contractor shall promptly notify the CMRPC of costs incurred to date of termination and the CMRPC shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.

3. Return of Property: Upon termination, Contractor shall immediately return to the CMRPC without limitation, all documents, plans, drawings, tool and items of any nature whatever, supplied to Contractor by the CMRPC to Contractor in accordance with this Agreement.

4. Production of Documents: All records, documents, data, reports or other material, regardless of form or finish, produced by the Contractor as a result of services provided hereunder, are work for hire, and shall become the property of the CMRPC upon creation. The Contractor may not assert any right, title or interest in any product produced under this Agreement.

The CMRPC may request at any time during and/or after the termination of the Agreement any records, documents, data, reports or other materials produced by the Contractor under this Agreement.

ARTICLE IX

Nothing contained herein shall be construed as a joint venture between the Contractor and the CMRPC. In this regard, Contractor shall be deemed for all purposes herein to be an independent contractor. Contractor is required to sign the Certificate of Non-Collusion (Exhibit C).

ARTICLE X

Contractor shall maintain the following types of insurance in full force and effect during the term of this Agreement and any renewals hereof. Copies of the Worker's Compensation Certificates and the General Liability and Vehicle Insurance Policies are to be furnished to Executive Assistant in advance of commencement of work and reviewed by the CMRPC on an annual basis.

- A. All contractors working for the CMRPC shall provide a Certificate of Insurance indicating coverage for Worker's Compensation, in accordance with minimum statutory coverage pursuant to Massachusetts General Laws.
- B. All contractors engaged in contracts in excess of \$10,000 shall provide the CMRPC with a Certificate of Comprehensive General Liability Insurance for a minimum of One Million Dollars (\$1,000,000), with complete operator's coverage naming CMRPC as additional insured.
- C. Contractors engaged in work valued between \$5,000 and \$10,000 shall provide CMRPC with a Certificate of Liability Insurance for a minimum of \$500,000 naming CMRPC as additional insured.
- D. Contractors 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.
- E. Motor vehicle liability insurance in the minimum of \$500,000.00 per accident.

ARTICLE XI

The Contractor agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this Agreement and shall indemnify and save the CMRPC harmless against all losses and expenses resulting in any way, from any negligent or willful act or omission on the part of the Contractor, its agents, employees or sub-contractors or resulting directly or indirectly from Contractor's performance under this Agreement.

ARTICLE XII

This Agreement sets forth the entire Agreement and understanding between the parties and may be amended, modified or waived in whole or part only by a subsequent writing executed by both parties hereto. Nothing herein shall be construed as permitting either party to assign any interest, benefit or obligation contained herein without the express written consent of the parties hereto.

ARTICLE XIII

If any term, provision, paragraph or word is determined to be illegal, unconstitutional or otherwise unenforceable by a court of competent jurisdiction, then the remaining provisions contained herein shall remain in full force and effect between the parties.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals to this agreement on the day and date first above specified.

Central Massachusetts Regional Planning
Commission (CMRPC)
(By its Executive Director):

CONTRACTOR:

Company Name

Name

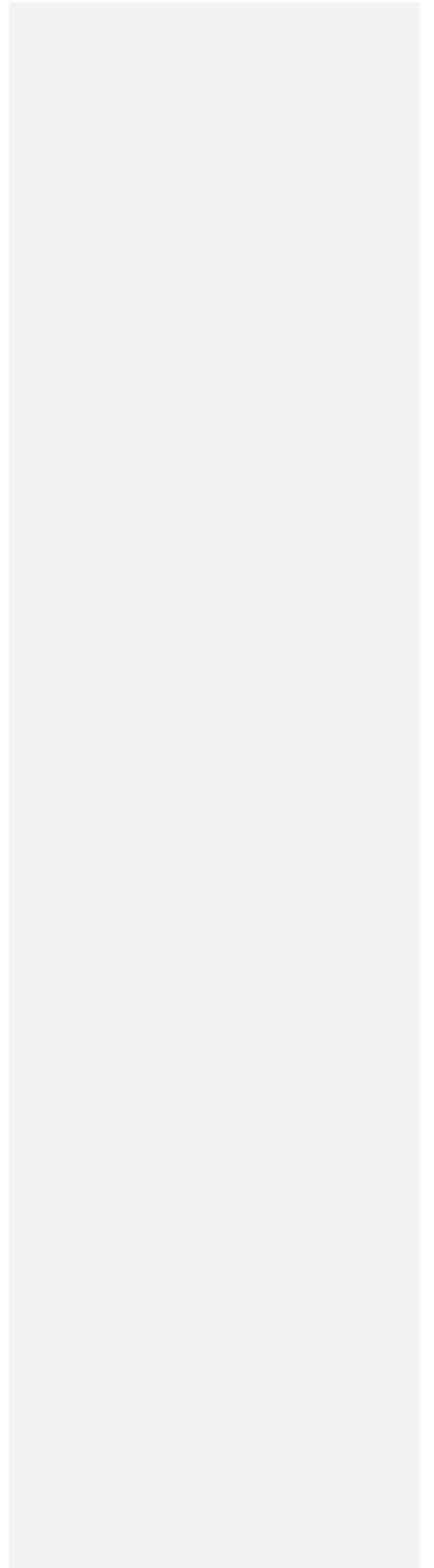
Name

Title

Date

Date

(Corporate seal if applicable)





Sudbury Housing Trust
Notice of RFP

**Disposition of Municipal Owned Property at
Dutton Road
Sudbury, Massachusetts**

October 12, 2007

RFP Table of Contents

Section 1: RFP Introduction 2

Section 2: Instructions to Proposers 3

Section 3: Project Introduction..... 3

Section 4: Property Description/Site Characteristics 3

Section 5: Zoning and Permitting Description 4

Section 6: Sudbury Housing Trust Goals and Guidelines 5

Section 7: Site Control and Title Considerations..... 6

Section 8: Project Scope, Phases and Schedule 6

Section 9: Proposal Submission Requirements..... 7

Section 10: Acceptance or Rejection of Proposals 7

Section 11: Minimum Qualifications of Developer..... 8

Section 12: Comparative Evaluation Criteria 8

Section 13: Final Selection and Award of Contract 9

Section 14: Appendix 10

 Property map..... 10

 Conceptual Site Plan..... 11

Section 1: RFP Introduction

The Sudbury Housing Trust (the 'Trust'), an agent of the Town of Sudbury, Massachusetts, is soliciting proposals for the construction of one or two affordable units on an unimproved parcel on the southeastern corner of Dutton Road and Pratts Mill Road in Sudbury, Mass (Town Assessor's map G05-0006).

This parcel of land is owned by the Trust which has the sole purpose to provide for the preservation and creation of affordable housing in the Town of Sudbury for the benefit of low and moderate income households. The Trust intends to convey the property to the successful responder for the construction of a single-family affordable structure/s which will be sold to a first time homebuyer household whose income is below 80% median family income.

The purpose of this RFP is to select a non-profit developer with experience in constructing affordable housing.

Applicants should submit responses to this RFP on or before

Friday, November 9, 2007 1 pm to:

Sudbury Housing Trust
Attention: Beth Rust
Office of Planning and Community Development
278 Old Sudbury Road
Sudbury, MA 01776

Michael Fee, Chairman, Sudbury Housing Trust

Section 2: Instructions to Proposers

The RFP may be obtained from the Department of Planning and Community Development [Monday through Friday, between 8:00 a.m. and 3:30 p.m.]. In addition, RFP's will be mailed to interested parties by calling the Department of Planning and Community Development at (978) 639-3387 and requesting a copy.

Questions regarding this RFP may be directed to the Project Manager, Community Housing Specialist, Beth Rust, 278 Old Sudbury Rd., Sudbury, MA 01776, e-mail: rustb@sudbury.ma.us, phone (978) 639-3387.

Requests for interpretation or supplemental information must be made in writing and must be received by the Project Manager by e-mail no later than November 2, 2007. Any interpretation or supplemental information provided to proposers will be issued in the form of written addenda to the RFP and will be sent by e-mail to all persons on record as having received the RFP no later than November 5, 2007.

Proposals must be received by the Planning and Community Development Office, 278 Old Sudbury Road, Sudbury, MA 01776 in accordance with the instructions in Section 9 below.

Regardless of the cause of delay, no proposals that are received after the terminal time shall be given any consideration. The responsibility for assuring the receipt of proposals before the specified closing time is incumbent upon the proposers.

Section 3: Project Introduction

The Trust invites qualified non-profit development organizations to submit proposals to complete development of an affordable home(s) on the parcel noted below.

The home(s) will be built as a Local Action Unit ('LAU') under the Department of Housing and Community Development ('DHCD') Local Initiative Program ('LIP'). Under this program, a permanent Deed Restriction will be placed upon the property maintaining the affordability in perpetuity. A copy of the template deed rider and guidelines for the DHCD LIP program are available upon request.

The purpose of this RFP is to select a developer who can demonstrate the experience and capacity necessary to develop the project in conformance with the Sudbury Housing Trust's Goals and Guidelines detailed in Section 6 below and best meets the Minimum Evaluation Criteria described in Section 11 below.

Section 4: Property Description/Site Characteristics

Location and Site Information: The property consists of an unimproved parcel of land located at the southeastern corner intersection of Dutton and Pratts Mill Roads. The property is 0.43 acres and contains ~ 16,000 square feet. It has 90 feet of frontage on Pratts Mill Road, and 159 feet of frontage on Dutton Road. Zoning in this area is A- Residential.

The parcel will be surveyed by the Trust and those meets and bounds will be available to the developer.

Water: Public water is available at the Property.

Town Right of Way: A small amount of land was taken by the Town in 1971 as set forth in an

Order of Taking recorded in Book 12004 Page 94 of the Middlesex South District Registry of Deeds. The overall effect of the taking was to widen Pratts Mill and round the corner to ease the sharpness of the intersection and extend the line of sight. This reduced the parcel frontage from the original 120 feet to 90 feet.

Environmental Review: The property will be conveyed "as is". An initial 21E site assessment has not been completed. The parcel has been vacant for over 50 years.

Septic and Soils: The Town has no public wastewater facilities. The soils on the parcel have been tested by Sullivan and Connors Engineering and witnessed by the Sudbury Board of Health. Two test holes were drilled and tested on 8/8/2007 with good results, and demonstrates that the parcel can support 4 – 5 bedrooms.

Test Hole 1	Test Hole 2
0 – 6", A	0 – 10", A
27", Bw	10 – 29", Bw
120" C, M-C Sand	29 - 121" C, M-C Sand
No Mottles	No Mottles
(No groundwater at 10 feet below grade)	

The septic design on the site may require 15 x 40 feet for a 4 BR house, with an equivalent area for an expansion system. Each additional bedroom may add 10 ft to the length of the system.

Section 5: Zoning and Permitting Description

Background summary: The parcel was created as a non-conforming lot in 1953 due to insufficient rear lot lines. The zoning was changed in 1954 requiring larger parcel sizes and frontage. The current zoning requirements in Sudbury for residential buildings include:

- 40,000 square feet
- 180 feet of frontage
- 20 feet side yard setback
- 30 feet rear yard setback
- 40 feet front yard setback.

Background detail: In April 1954, the Board of Appeals denied the petition of Andrew V. Rabinius for a variance in the Zoning Law to allow him to erect a one single family dwelling on this parcel (then lot #1) on Pratts Mill Road. [Mr Rabinius had applied to build on 6 differing lots, and this summary will refer only to the relevant portions to lot#1.] The Lot did not satisfy the previous zoning requirements due to short rear line. In 1953, the zoning requirements were revised to require 22,500 square feet and 150 ft minimum frontage. The rear line requirement was eliminated in this revision. The parcel did not conform to the prior zoning requirements or the new requirements.

In 1996, an heir to the property inquired into the parcel assessment and zoning determination. The Building Inspector, Mr. Jack Hepting, confirmed the past findings.

Current plan: It is expected that the zoning relief required for building on this parcel will be obtained through a Comprehensive Permit under M.G.L. c 40B. This will demonstrate the Town's commitment to an open and full process. While the 40B application enables relief from the setback, parcel size and other local zoning bylaws, it is expected that the developer will conform to as many as those requirements as possible.

The Developer will be prepared to apply for the 40B permit through the DHCD LIP program, and once a site eligibility letter has been received, will apply to the Sudbury Zoning Board of Appeals for a Comprehensive Permit.

The LIP guidelines can be found on-line at:

<http://www.mass.gov/dhcd/components/housdev/want/lip.htm>

The following material is required in the Comprehensive Permit submission to DHCD and the Trust will collaborate with the Developer in the submission of these requirements.

- (1) a letter of support signed by the chief executive officer of the municipality
- (2) a letter of support from the local housing partnership (if any)
- (3) a signed letter of interest from a construction lender
- (4) documentation of the developer's legal interest in the site
- (5) a site plan showing the contours of the site and the footprint of all proposed buildings, roads, parking and other improvements;
- (6) front and rear elevations for each building and sample floor plans for each unit type;
- (7) a description of the proposed units by size, type, number of bedrooms, location within the project, and proposed rents or sales prices;
- (8) a financial pro forma based on a per square foot price
- (9) a brief description of existing site conditions, and any permits that will be required;
- (10) the summary section of a Phase 1 21E report and proposed efforts to mitigate any environmental impacts ;
- (11) an appraisal of the site reflecting the value of the site under existing "by-right" zoning
- (12) an affirmative fair marketing plan;
- (13) a lottery plan providing for the initial sale of LIP units; and,
- (14) an agreement to execute uniform documents.

Section 6: Sudbury Housing Trust Goals and Guidelines

The Trust has the following requirements for the house developed on the parcel.

1. The Trust is open to the construction of a duplex unit with a total of 5 bedrooms, or a 3 to 4 bedroom single family home. Final decision will be made once a conceptual site design is complete with the septic footprint, and parking shown.
2. The Trust requires upgraded materials (hardiplank) and design features (window trims, elevation detail) to be used so to blend in well with the neighborhood. This should be included in the project budget.
3. The Trust is interested in exploring green building designs especially those which will reduce on-going utility and other expenses in the future.
4. The Trust prefers a transparent buyer selection process, with documented requirements of 50% AMI income limit, and demonstration of other Fair Housing marketing. These guidelines are well articulated in the LIP guidelines. Final selection of the applicant should be made in a public setting. The Trust has experience as Lottery Agent, and is eager to work with the developer in the buyer selection process.
5. The Trust does not require giving preference to Sudbury residents if this is developed as a single home. If a duplex is built, the Trust would like to see one unit for a general pool, and the other for a local preference.
6. The Trust requires new construction for this site, though not necessarily all new materials. Any pre-used materials must arrive at the site in a fully deconstructed manner. In no case will the moving of materials require electric lines to be altered or branches of trees to be removed.

7. The Trust requires approval of the design.
8. The Trust requires a perpetual deed restriction that survives foreclosure.

Section 7: Site Control and Title Considerations

The Trust purchased the parcel in May, 2007 at a Town foreclosure auction, and is the holder of the deed.

The Trust has completed a title report, which can be made available to the Developer upon request. The Trust will convey the land with a 'clean' title.

The Trust will execute a Purchase and Sale Agreement with the developer upon the following:

- a. Design and site plan approved by Trust
- b. Buyer selection process approved by the Trust
- c. Project budget and schedule approved by the Trust.

The Trust will transfer title to the property upon approval of the Comprehensive Permit issued by the Sudbury Zoning Board, and project funding is in place.

Section 8: Project Scope, Phases and Schedule

The overall project includes the construction of a home, and selling that home to a selected and qualified household. This will include many tasks and details including the securing of construction funds and financing, selection of the resident household(s) and other community outreach aspects.

The project schedule is drafted as follows, and the respondent is encouraged to revise with their submission.

ID	Task Name	Start	Finish	Duration	2007	2008			
					Q4	Q1	Q2	Q3	Q4
1	Deadline for proposal submission	11/9/2007	11/9/2007	1d					
2	Award of contract	11/10/2007	12/24/2007	45d	→ []				
3	Submission of site eligibility to DHCD	12/25/2007	2/22/2008	60d	→ []				
4	Approval of Site Eligibility from DHCD	2/23/2008	3/23/2008	30d	→ []				
5	Issuance of Permit	3/24/2008	6/21/2008	90d	→ []				
6	Project funding	12/25/2007	4/22/2008	120d	→ []				
7	Resident Selection	12/25/2007	4/22/2008	120d	→ []				
8	Ground Breaking	6/22/2008	7/11/2008	20d	→ []				
9	Construction Period	7/12/2008	1/7/2009	180d	→ []				
10	Certificate of Occupancy	1/8/2009	1/27/2009	20d	→ []				
11	Closing	1/28/2009	2/6/2009	10d	→ []				

Section 9: Proposal Submission Requirements

Each final proposal must include a sealed Proposal clearly marked "RFP: Dutton Road" along with the proposing developer's name and address, and eight (8) copies of the proposal.

All Proposals shall include, as a minimum, the following information:

1. Name and address of lead developer.
2. Name of contact person, including phone, fax and email information.
3. Name and address of all partners, officers, and directors and any other person with an ownership interest greater than 5% of all firms working on the project.
4. Names of any Town officials or employees who are related to any of the partners, officials or directors of any firm working on the project, or others who have any ownership interest in the firm.
5. Names and resumes of development respondent who will be assigned to work on the project including any registrations and certifications.
6. Demonstration that the proposal meets the Minimum Criteria in Section 11 below.
7. Demonstration that the proposal meets the Comparative Evaluation Criteria in Section 12 below.
8. Project Budget, including the delineation of in-kind and cash requirements.
9. Buyer selection marketing plan and determination description.
10. Sample homes, both single and duplex that would meet the site plan outlines.
11. A list of recent similar projects, including a brief description of the project, location, costs, and date services provided. Identify projects as completed or underway. Photographs or other visual representations of recent projects should be included where possible.
12. Contact name, phone number, email address and project name for up to 3 references for similar projects.
13. Proposed scope of the project and list of tasks to be completed, including unit pricing.
14. Proposed timetable and schedule for completion of the Project as outlined in the above.
15. Other information which will document the respondent's capabilities and qualifications for the project.

Section 10: Acceptance or Rejection of Proposals

The Trust reserves the right to accept or reject any or all proposals, to waive minor informalities, and to make awards as may be deemed to be in the best interest of the Town. Those who enter into contractual obligations with the Town must not discriminate against qualified, handicapped individuals in their employment decisions. The Town will evaluate the proposals submitted and either accept one proposal or reject all of the proposals.

Proposal corrections, modifications, or withdrawals may be submitted until the proposal deadline; any such shall be in writing in a sealed enveloped appropriately labeled and delivered as indicated above.

The Town reserves 45 days from the proposal deadline to make an award if it is in the best interests of the Town to do so.

No more than one proposal from the same developer, whether or not the same or different names, shall be considered. Reasonable proof for believing that any consultant is interested in more than one proposal for the work contemplated shall cause the rejection of said proposals made by him, directly or indirectly.

Material submitted in response to this RFP will not be considered confidential under the terms of the Massachusetts Public Records Law.

Section 11: Minimum Qualifications of Developer

The Town is seeking a non-profit development organization for the construction and sale of an affordable home in Sudbury for sale to a first time homeowner earning 80% of the Area Median Income or less. The minimum qualifications must include:

1. Respondents must have prior experience in completing similar projects.
2. Respondents must be associated with a non-profit organization that provides affordable housing or other social benefit.
3. Respondents must not require any construction funds from the Sudbury Housing Trust, the Sudbury Community Preservation Committee, the State Affordable Housing Trust Fund or the State HOME funds.
4. Respondents must have prior experience conducting fundraising and community outreach.

Section 12: Comparative Evaluation Criteria

In general, respondents must be responsive to the requested information set forth in the RFP. Respondents submitting proposals deemed to be non-responsive shall be given a ranking of Unacceptable.

Specifically, the proposals will be evaluated and rated according to the following criteria:

- I. The respondent includes all the required skills listed in Section 11:
 - Highly Advantageous: The respondent includes more than the minimum required qualifications if shown to be appropriate, either in personnel or prior experience in similar projects.
 - Advantageous: The respondent includes all of the minimum required qualifications.
 - Not Advantageous: The respondent includes less than the minimum required qualifications.
- II. The respondent is experienced and highly qualified:
 - Highly advantageous: Respondent has an average of 10 or more years experience.
 - Advantageous: Respondent has an average of 5-10 years experience.
 - Not Advantageous: Respondent has an average of less than 5 years experience.
- III. The respondent is experienced with similar projects:
 - Highly Advantageous: The respondent has experience with 5 or more similar projects.

Advantageous: The respondent has experience with 3-5 or more similar projects.
Not Advantageous: The respondent has experience with 3 or more similar projects.

IV. Presentation skills of the respondent:

Highly Advantageous: The respondent demonstrates extensive experience in public presentation with visual presentation materials and physical plans.

Advantageous: The respondent demonstrates some experience in public presentation with visual presentation materials and physical plans.

Not Advantageous: The respondent demonstrates little or no experience in public presentation with visual elements and physical plans.

V. Quality of the References provided:

Highly Advantageous: The work of the respondent is deemed excellent by all of their 3 references.

Advantageous: The work of the respondent is deemed good or excellent by at least 2 of their 3 references.

Not Advantageous: The work of the respondent is deemed good or excellent by 1 reference, or deemed poor by any reference.

VI. Readiness to Proceed and Complete Project Within Time Frame and Scope:

Advantageous: Respondent able to begin upon execution of contract (within two weeks of notice to proceed) and complete entire scope within the projected time frame.

Not Advantageous: Unable to begin within 60 days of notification to proceed, or unable to complete entire scope of project.

Section 13: Final Selection and Award of Contract

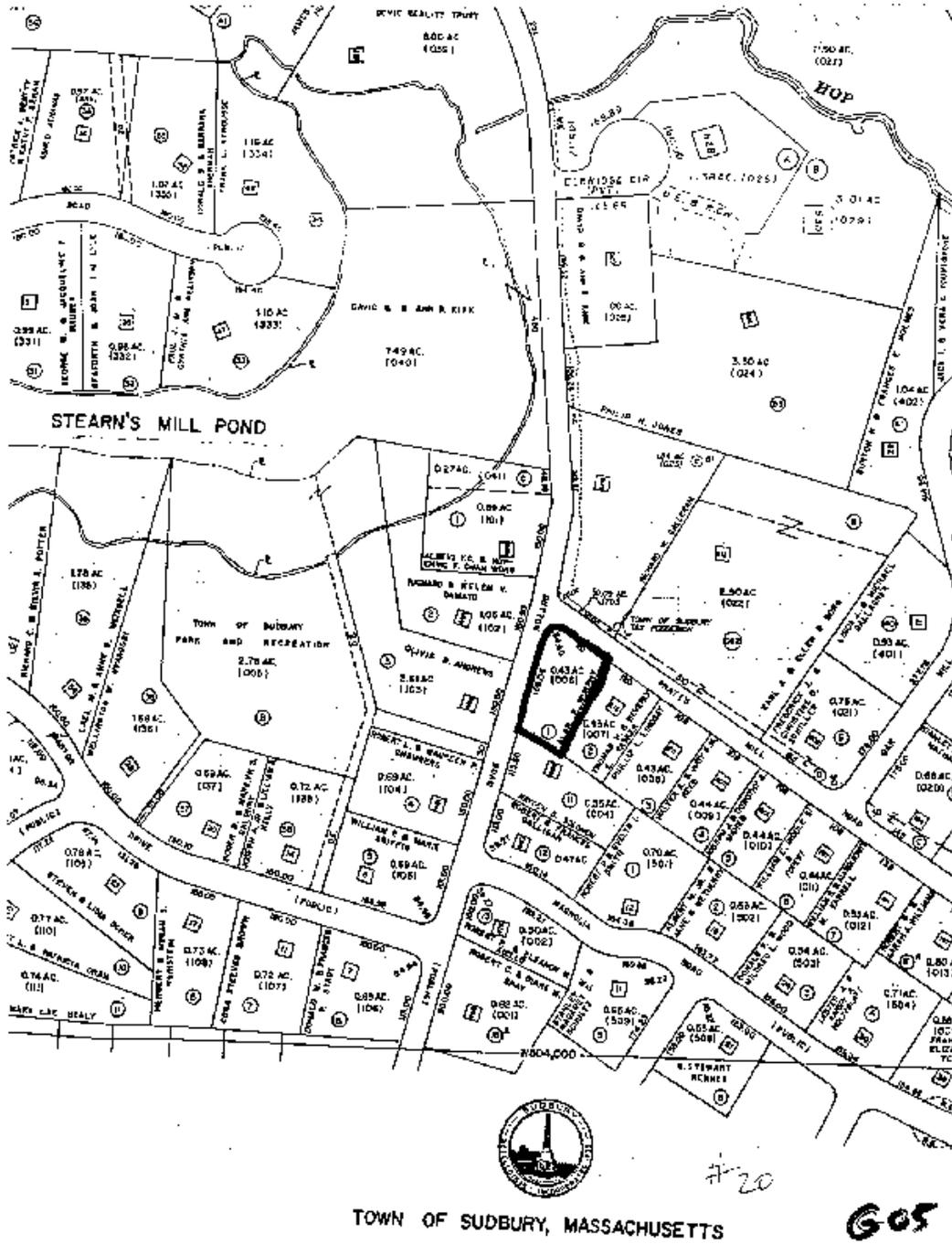
The Trust will review and rate the proposals received, and may select the most highly advantageous proposals for interviews. After the interviews have been conducted, the Trust will recommend the contract award. Said recommendation shall include the compiled scores for each firm's proposal, a copy of the proposal and the interview results.

The contract award, if any, will be made by the Trust upon determination of the most advantageous proposal from a responsible, qualified and responsive respondent, taking into consideration all evaluation criteria set forth in the RFP.

The developer selected for the work will need to provide certification of insurance coverage and will be required to indemnify and hold the Town of Sudbury harmless.

Section 14: Appendix

Property map



Conceptual Site Plan

100' = 1"

