

# CITY OF ATTLEBORO

## REQUEST FOR PROPOSALS CDBG REHABILITATION SPECIALIST CONSULTANT SERVICES

The City of Attleboro's Office of Community Development is seeking to contract with a qualified firm or individual to provide Rehabilitation Specialist consulting services in support of the City's Rehabilitation Program. A Request for Proposals and a description of services to be performed may be obtained on the City's web-site at [www.cityofattleboro.us](http://www.cityofattleboro.us) or by contacting Community Development Director Dorothy Brissette by email at [comdevdir@cityofattleboro.us](mailto:comdevdir@cityofattleboro.us) or by telephone at 508.223.2222, ext 3330.

Proposals must be received no later than Friday April 1, 2022, by 12:00 p.m.

### **Please Mail or Hand Deliver to:**

Dorothy Brissette, CD Director  
Office of Community Development  
Government Center  
77 Park Street  
Attleboro MA 02703

# REQUEST FOR PROPOSALS

For

## Rehabilitation Specialist Consultant To Help Implement Community Development Block Grant Rehabilitation Program

### A. OVERVIEW:

The Attleboro Office of Community Development is requesting proposals for the services of a Rehabilitation Specialist for the City of Attleboro's CDBG Rehabilitation Program. The Rehabilitation Specialist position is funded through the Community Development Block Grant (CDBG) program awarded by the Department of Housing and Urban Development (HUD). The Attleboro Office of Community Development requests proposals from individuals or firms qualified to serve as a Rehabilitation Specialist Consultant to perform various rehabilitation services to the Community Development Office in connection with programmatic implementation of the City's CDBG Program. Performance shall include technical assistance for the construction aspects of rehabilitation work, including complete preparation of construction specifications, cost estimates, and inspection services for residential and commercial structures. A description of the position and its functions is set forth on the document entitled Attleboro Office of Community Development's "*Housing Rehabilitation Specialist Consultant Scope of Services*" attached hereto as **Exhibit A**. The successful candidate shall work with the Attleboro Office of Community Development and provide advice and consultation on all rehabilitation matters.

The Rehabilitation Specialist Consultant must have expertise in construction rehabilitation by demonstrating a minimum of three (3) years experience working in or with a municipal Community Development Office and/or previous experience in both residential and commercial construction trades. The Rehabilitation Specialist Consultant must possess strong knowledge of building construction methods, building materials, the Massachusetts State Building Code, preparing construction estimates, and the ability to prepare and interpret plans and specifications. The Rehabilitation Specialist Consultant must also possess strong communication skills, the ability to coordinate multiple tasks and responsibilities, a valid driver's license, their own vehicle. A licensed Massachusetts contractor is preferred.

The submission of Proposals in response to this RFP must be submitted (by mail or hand-delivery) to the Department of Planning and Development – Community Development Office, Government Center, 77 Park Street, Attleboro, Massachusetts, 02703, by **12:00 p.m. on Friday April 1, 2022**. The clock in the Office of Community Development shall serve as the official time clock. Proposals must be complete, accurate and responsive to the RFP's requirements. The City of Attleboro reserves the right to reject any or all Proposals. Proposals that are facsimiled or emailed shall be rejected.

The Attleboro Office of Community Development intends to enter into a contract with the successful individual or firm to provide rehabilitation services to the City's CDBG program. The successful individual or firm will be expected to enter into an independent contractor agreement. Compensation shall be based on an hourly basis for each rehabilitation project.

**B. PROJECT DESCRIPTION:**

The Attleboro Office of Community Development has established a Rehabilitation Program designed to provide financial assistance to: (a) renovate substandard housing units owned or rented by low- and moderate-income households, (b) remove barriers to public facilities that are located in low- and moderate-income census tracts or that serve low- and moderate-income households, and (c) improve facades to eliminate slum and blight or attract or retain businesses to create or retain jobs. The Attleboro Office of Community Development's Rehabilitation Program will be available to those households meeting federal income guidelines with priority given to those who show an emergency need for repairs. Both single and multi-family units are eligible for assistance as are public facilities and commercial buildings.

**C. PROJECT SCHEDULE:**

The original contract term will be for no more than one (1) year. Up to two (2) one-year extensions may be granted and shall be subject to evaluation of the consultant's services prior to the lapse of the original contract or any extension thereof. The intent of the contract to be awarded as a result of this RFP is to obtain the services of a qualified individual or firm to perform the tasks described herein on an as-needed basis. The successful candidate should be prepared to execute a contract agreement and commence work immediately upon selection. Following a recommendation from staff, the Mayor shall award and execute a contract for this "Scope of Services." The contract will be awarded to the most advantageous Proposer, as set forth in this RFP. The contract will be awarded from July 1, 2022 through June 30, 2023. Any and all disputes will be settled through the Court. Proposers must respond in writing to all requirements of the RFP in the order of the items listed. Each individual or firm submitting a Proposal is asked to state succinctly its understanding of what is required by this RFP and refrain from providing unrelated material not specifically relevant to the project. Any additional information that is deemed relevant by the Proposer, but does not apply to the categories listed, should be added after the order of items listed in the RFP and appropriately labeled as "Additional Items."

**D. GENERAL TERMS AND CONDITIONS – AWARD OF CONTRACT:**

The Attleboro Office of Community Development will review the non-price Proposals and assign ratings based on the evaluation criteria located at the end of this RFP. As part of this review process, the Attleboro Office of Community Development may contact references. The Attleboro Office of Community Development may also ask the applicant for an interview. Based on these ratings, the Attleboro Office of Community Development will determine the most advantageous Proposal and make a recommendation for a contract award to the Director of Planning and Development. All applicants are informed that:

1. All Proposals shall become the property of the City of Attleboro.
2. The selected candidate shall be expected to comply with all applicable federal and state laws in its performance of service.
3. Unless specifically prohibited by the bidder, the City has the right to disclose information contained in the Proposals.

**E. CONTENT OF PROPOSAL:**

In conformance with MGL CH. §30B, the Proposal shall consist of two separate parts, a non-price Proposal and a price Proposal. The requirements for each are outlined in this section.

The successful individual or firm shall effect and maintain insurance against all risks of physical loss upon all work in place and all materials stored at any work site, whether or not covered by payments made by the Awarding Authority. This insurance shall be in an amount equal to the full replacement cost thereof at all times, and shall be for the benefit of the City of Attleboro, and the Applicant, as their interest may respectively appear below:

Bodily Injury Liability	\$250,000.00/\$500,000.00
Property Damage Liability	\$100,000.00 or
Combined Single Limit	\$500,000.00
Catastrophe Umbrella Liability	\$1,000,000.00

This insurance shall be placed with such company or companies as may be acceptable to the Attleboro Office of Community Development. In the event that the form of any policy or certificates of insurance required under this contract or the amount thereof is not especially specified herein, or the companies writing the same are not satisfactory to the Awarding Authority, the Applicant will secure other policies or certificates in form and amount and with companies satisfactory to the Awarding Authority. The successful individual or firm shall not cause any policies to be canceled or to permit them to lapse, and all insurance policies shall include a clause to the effect that the policy shall not be canceled or changed until fifteen (15) days after the Awarding Authority, as hereinbefore defined, has received written notice thereof as evidence by return receipt of registered letter. All certificates of insurance shall contain true transcripts from the policy, authenticated by the proper officer of the insurer, evidencing particularly that the City of Attleboro and the awarding Authority are included as among those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date, and the abovementioned notice of cancellation clause. All insurance shall be paid for by the individual or firm. The individual or firm must provide written proof that he/she meets the minimum qualifications. Responses to this RFP must include a statement of qualifications, particularly emphasizing prior experience with Community Development Block Programs. Bidder shall also include a copy of all relevant licenses and certificate of insurance as described above.

**F. SPECIFIC PROPOSAL INSTRUCTIONS:**

The following specific information will be required in each Proposal package:

1. Name, address, telephone number, and email address of the individual who proposes to serve as the Rehabilitation Specialist Consultant.
2. Listing and description of previous similar employment or consultant work in the field of housing rehabilitation:
  - a. Location
  - b. Description of duties and responsibilities
  - c. References (names, title, and telephone numbers)
  - d. Date started and completed
3. Description of educational background including name of institution, course of study and degree awarded.

4. Attach to each proposal package a signed original letter pursuant to MGL CH. §62C, §49A (see **Exhibit B**).
5. Attach to each proposal package a signed original Non–Collusion Certificate pursuant to MGL CH. §39M (see **Exhibit C**).
6. Applicants shall provide a fee proposal for the proposed scope of services set forth herein this Request for Proposals.
7. In conformance with MGL CH. 30B, the Proposal shall consist of two separate envelopes, a non–price proposal envelope and a price proposal envelope, as defined as follows:
  - A. PART A – NON–PRICE PROPOSAL:
    1. Cover letter from the proposed stating that the proposed has read, understood, and will comply with the requirements and conditions contained in this RFP and signed by the proposed.
    2. Detailed statement demonstrating that the Applicant meets the minimum evaluation criteria. At a minimum, this would include location, dates and contact persons including telephone numbers for all prior experience requested. Detailed statement demonstrating that the Applicant meets or does not meet the comparative evaluation criteria.
    3. Any other information that the Applicant would like to submit as part of its proposal that would assist the City’s in evaluating the individual’s proposal.
    4. Completion of Non–Collusion Certification (see Exhibit C).
    5. Completion of Tax Compliance Certification (see Exhibit B).
  - B. PART B – PRICE PROPOSAL: The proposal shall set forth proposed price for consulting services.
  - C. Part A and Part B of the Proposal shall be submitted in separate sealed envelopes.
8. The Part A envelope shall be labeled: “City of Attleboro: Non–Price Proposal REHABILITATION SPECIALIST CONSULTANT.” The Part B envelope shall be labeled: “City of Attleboro Price Proposal REHABILITATION SPECIALIST CONSULTANT.”
9. Applicants must provide one original and two copies of their Proposal to the Attleboro Office of Community Development at 77 Park Street, Attleboro, MA 02703 by **12:00 p.m., Friday, April, 2022.**

**G. COMPARATIVE EVALUATION CRITERIA:**

1. The REHABILITATION SPECIALIST CONSULTANT must have experience in a municipal office with housing rehabilitation program administration.

*Highly Advantageous:* At least 3 years combined experience in working in a CDBG rehabilitation program in a municipal office or private sector setting.

*Advantageous:* Between 2 to 3 years of combined experience working in CDBG rehabilitation in a municipal office or private sector setting.

*Acceptable:* Less than 1 year of experience as CDBG Rehabilitation Specialist, but three or more years experienced as a licensed contractor and/or licensed construction supervisor

*Unacceptable:* Less than 1 year experience as a general contractor or licensed contractor and no experience as a CDBG Rehabilitation Specialist.

2. The HOUSING REHABILITATION SPECIALIST CONSULTANT must be familiar with HUD’s housing rehabilitation programs and the state Building Code.

*Highly Advantageous:* The Applicant can demonstrate extensive knowledge with HUD’s housing rehabilitation programs and the state Building Code.

*Advantageous:* The Applicant can demonstrate some knowledge of HUD’s housing rehabilitation programs and the state Building Code.

*Not Advantageous:* The Applicant has only limited knowledge of HUD’s housing rehabilitation programs and the state Building Code.

*Unacceptable:* The Applicant cannot demonstrate any work.

3. REFERENCES – References from previous clients who found their work as a Rehabilitation Specialist or Construction Supervisor or Contractor on previous projects acceptable and who would recommend them.

*Highly Advantageous:* More than 5 acceptable references

*Advantageous:* 3 – 5 acceptable references

*Not Advantageous:* 1 – 3 acceptable references

*Unacceptable:* 0 references.

## **H. AWARD OF CONTRACT:**

1. The Attleboro Office of Community Development will review the Non-Price Proposals and assign ratings to the different proposals based on the evaluation criteria included in the RFP. As part of this review process, the City may contact previous employers or clients to verify successful experience and education levels. The Attleboro Office of Community Development may also ask the applicants to come to City Hall for an interview.
2. Based on ratings, the Attleboro Office of Community Development will determine the most advantageous proposal and make a recommendation for contract award.
3. It is anticipated that the contract will be awarded for the period of July 1, 2022 through June 30, 2023.

## EXHIBIT A

### HOUSING REHABILITATION SPECIALIST CONSULTANT SCOPE OF SERVICES

The Rehabilitation Specialist Consultant will provide the following services:

1. Initial Inspections/Work Write-Ups:
  - a. Schedule meeting with homeowner for initial site inspection of qualified homes and prepare detailed work write-ups sufficiently detailed for general contractors to prepare precise quotes for projects for contractor proposals. Work Write up must contain all work items needed to address all identified Building Code and Health Code violations;
  - b. Submit “before” digital photographs of building components requiring rehabilitation;
  - c. Review scope of work with homeowner and obtain his/her approval of the specifications;
  - d. Prepare project cost estimate of work items contained within the write-up;
  - e. Forward specifications and project cost estimate within ten (10) days of site inspection to the Community Development Director for review and approval.
  
2. Walkthroughs:
  - a. Conduct a pre-bid walk-through at the project site with staff and contractors.
  - b. Conduct a pre-construction walk-through with staff and contractor to review construction schedule, sequence of repairs, and project completion date.
  - c. Inform both contractor and homeowner that no work-items are to be deleted or added without prior written consent of the Community Development Director; and that any added work-items that are undertaken without the prior written consent of the Community Development Director shall not be financed by any municipal funding program.
  
3. Change Orders:
  - a. Review and recommend change orders to the Director of AOCD
  
4. Inspections/Payments to Contractor:
  - a. Perform inspection of work prior to request for any payment.
  - b. Prepare fieldwork progress reports describing conditions of the work during site visit.
  - c. Review contractor invoices and compare them to actual work completed and adjust accordingly, if required.
  - d. Recommend payment of invoices to Attleboro Office of Community Development.
  - e. Perform final inspection of all work with contractor and homeowner prior to submission of final payment request.
  - f. Inspect work as to compliance with specifications, if needed, prepare punch-list of work to be corrected.
  - g. Approve Final Completion and Final Payment forms: these forms to be signed by owner, Contractor and Rehabilitation Specialist Consultant after completion of work.
  - h. Coordinate final contractor payment with lead inspector, if required.
  - i. Submit “after” digital photographs of work performed.



## EXHIBIT B

### PART I. ADMINISTRATION OF THE GOVERNMENT TITLE IX. TAXATION CHAPTER 62C ADMINISTRATIVE PROVISIONS RELATIVE TO STATE TAXATION

#### **Chapter 62C Section 49A. Certification of compliance with tax laws as prerequisite to obtaining license or governmental contract; confirmation of good tax standing; improper registration of motor vehicle in another state; misrepresentation on documents for purpose of evading payment of tax; appeal and hearing**

Section 49A(a) – A person applying to any department, board, commission, division, authority, district or other agency of the commonwealth or a subdivision of the commonwealth, including a city, town or district, for a right or license to conduct a profession, trade or business or for the renewal of the right or license, shall certify upon application, under penalties of perjury, that he has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Section 49A(b) – Upon receipt of the application, and once the commissioner has promulgated applicable regulations and implemented to his satisfaction the manner and method, including electronic data matching, by which verification may be obtained, the department or other entity charged with issuing the right or license shall confirm that the applicant is in good standing with respect to all returns due and taxes payable to the commissioner as of the date of issuance of the confirmation. An applicant shall be considered to have consented to the commissioner's release of tax and child support data to the department or other entity to the extent necessary to confirm the applicant's adherence to the tax and child support laws of the Commonwealth. A right or license shall not be issued or renewed unless the issuer has confirmed the tax or child support status of the applicant as required herein; but, the commissioner may issue waivers of the requirements of this subsection for reasonable cause, and the existence of a non-frivolous appeal of a tax or child support assessment, or of a payment agreement with which the taxpayer is fully compliant shall not prevent issuance of the license.

No contract or other agreement for the purposes of providing goods, services or real estate space to any of the foregoing agencies shall be entered into, renewed or extended with any person unless the person certifies in writing, under penalties of perjury, that he has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support and, subject to the conditions stated above, the contracting agency confirms with the commissioner that the person is in good standing with respect to all returns due and taxes payable to the commissioner as of the date of confirmation.

Section 49A(c) – Any such agency, which has been notified by the commissioner pursuant to section forty-seven A that a person who holds a license or certificate of authority issued by such agency or who has agreed to furnish goods, services or real estate space to such agency has neglected or refused to file any returns or to pay any tax required under this chapter and that such person has not filed in good faith a pending application for abatement of such tax or a pending petition before the appellate tax board contesting such tax or has been penalized pursuant to Chapter 62E §9 for failure to comply with the provisions under said Chapter 62E relating to reporting of employees and contractors, or has been penalized pursuant to paragraph (3) of subsection (f) Chapter 119A §12 of for failure to comply with the provisions under said Chapter 119A relating to withholding and remitting child support, shall refuse to reissue, renew or extend such license, certificate of authority, contract or agreement until the agency receives a certificate issued by the commissioner that the person is in good standing with respect to any and all returns due and taxes payable to the commissioner as of the date of issuance of said certificate, including all returns and taxes referenced in the initial notification or, if the licensee has been penalized for failure to comply with the provisions relating to reporting of employees and contractors under Chapter 62E or withholding and

remitting child support under Chapter 119A, a certificate issued by the commissioner that the licensee is in compliance with said provisions.

Section 49A(d) – Any person who owns or leases a motor vehicle or trailer that is required to be registered in the commonwealth under Chapter 90 and improperly registers the motor vehicle or trailer in another state or misrepresents the place of garaging of the motor vehicle or trailer in another city or town, shall be considered in violation of laws of the commonwealth relating to taxes under Chapter 60A, Chapter 64H or Chapter 64I. The right, license or contract provided for in subsections (a) and (b) shall not be issued or renewed until the person or business entity has paid all taxes due at the time of application for such right, license or contract.

Section 49A(e) – Any person who, for the purpose of evading payment of a tax pursuant to Chapter 59 to Chapter 64J, inclusive, willfully makes and subscribes any return, form, statement or other document pursuant to subsection (a), (b) or (d) that contains or is verified by a written declaration that is made under the penalties of perjury, and that contains information that he does not believe to be true and correct as to every matter material to his compliance with all laws of the commonwealth relating to taxes, shall be subject to §73.

*[Subsection (f) added by 2008, 182, Sec. 24 effective July 1, 2008. See 2008, 182, Sec. 121.]*

Section 49A(f) – Where the revocation, suspension or nonrenewal of a license, permit, right to operate or certificate of motor vehicle registration is based upon nonpayment of an assessed tax administered under this chapter, the sole right of appeal and to a hearing shall be pursuant to and within the time limitations of this chapter. The commissioner shall give the taxpayer not less than thirty (30) days notice of any proposed action, during which the taxpayer may enter into a payment agreement with the commissioner or file a good faith abatement application within the time periods determined under §37. The filing of an abatement application shall stay the proposed revocation, suspension or nonrenewal of a license, permit, right to operate or certificate of motor vehicle registration until the amount of disputed tax due is finally determined. The taxpayer subject to a proposed revocation, suspension or nonrenewal of a license, permit, right to operate or certificate of motor vehicle registration, who is beyond the time limitations in said §37 but who disputes that he is liable for the assessment and is unable to resolve that issue with the commissioner during the thirty (30) day period, may appeal the proposed revocation, suspension or nonrenewal by filing a civil action as provided in Chapter 30A §14 of. The scope of the appeal shall be limited to assertions of mistake or verification of payments made and shall not include determination or redetermination of the proper amount of tax assessed or any other issues appropriately raised through a timely-filed abatement under said section 37. Any stay of the proposed revocation, suspension or nonrenewal pending resolution of this appeal shall be within the discretion of the court.

**EXHIBIT C**

**CITY OF ATTLEBORO  
OFFICE OF COMMUNITY DEVELOPMENT**

**CERTIFICATE OF NON-COLLUSION**

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

\_\_\_\_\_  
Name of person signing bid proposal

\_\_\_\_\_  
Signature of person signing bid proposal

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Date