# Request for Qualifications and Proposals
# Town of Ellington, Connecticut

## Small Cities Application Preparation and Program Administration

The Town of Ellington, through its Office of the Selectmen, is planning to apply for federal FY 2013 funds from the Connecticut Small Cities Community Development Block Grant (CDBG) Program. The Town seeks qualifications and proposals from firms or individuals to prepare a Small Cities grant application for submission to the Connecticut Department of Economic and Community Development (DECD) and to implement such grant(s) as may be awarded. Currently, the Town foresees submitting a Small Cities Program grant application to continue its regional housing rehabilitation program. Other activities that may be considered are other housing activities, community facilities, public/social services, economic development and planning. The Town is also seeking services for the programming and administration of Program Income that it may receive or become available during the period of or following the completion of its prospective FY 2013 grant. The deadline for submitting the application to DECD is April 5, 2013.

### I. Background

Ellington has been an active participant in the Connecticut Small Cities Program, having received numerous Small Cities CDBG grants since the early-1990s. These grants have enabled the Town to address a range of its community development needs, including the improvement of privately-owned and public housing, public social services, community facilities and infrastructure needs.

Through its FY 2013 grant application, the Town seeks to continue to build on these past efforts. Due to the town's limited financial and staff resources and appropriate expertise, it intends to continue with the grant management/delivery approach that it has successfully used for its prior Small Cities Program grants contracting for grant application preparation and grant management/implementation via highly qualified professional consultant services. Thus, the Town is seeking consulting assistance for the preparation of (1) a grant application, and (2) grant administrative and implementation services in the event that DECD awards a grant to the Town. The prospective engagement would also include the commitment and expenditure of Program Income (subject to any needed approvals by the town and/or the DECD) that might become available to the town during the duration of the administrative/implementation phase of the grant, or following the grant's completion.

The Town's expectation for the consultant is that the consultant will assume principal responsibility for the preparation of the grant application, under the supervision of the First Selectman. The required services are identified in the following section. In the event that the Town receives a Small Cities grant(s), the consultant will similarly assume principal responsibility for nearly all aspects of managing and implementing the grant. These functions also will be carried under the direction of the First Selectman. The demands on its municipal staff and officials should be limited largely to the areas of oversight of the grant, involvement of

the finance offices and other departments/offices for the types of routine functions and interaction that would normally be expected. The Town will also provide in-kind support such as providing office space in the Town Hall and contribution to certain operating expenses, i.e., telephone and internet service, copying, posting, etc. Due to the nature of the anticipated grant, the Town expects that the consultant will maintain an on-site presence on either a full- or a regularly scheduled part-time basis.

With the town's intention to implement the grant via a management consultant through a single contract, the proposer should be prepared to provide the full staffing complement needed for this type of activity. Typically, for the type of project under consideration, this would include positions such as a Grant Director/Manager, Program Coordinator, Construction/Rehabilitation Specialist and Program Assistant (Administrative Assistant/Bookkeeper). However, proposers with individual areas of qualifications and experience may submit proposals on a project team or joint-venture basis. If such an approach is proposed, there should be a single person/entity identified as the lead consultant with whom the contract would be executed.

Ellington anticipates requesting a total of up to $600,000 in Small Cities funds in this application, to assist with the rehabilitation of 14-16 housing units. Both the budget and grant unit goal will be finalized during the grant application process.

## II. Scope of Services Requested

### A. CDBG Small Cities Grant Application Preparation

The following tasks are required to prepare an application:

1. Meet with Town officials and other individuals to identify potential project activities.
2. Ensure compliance with the Town's Citizen Participation Plan.
3. Conduct (as necessary), review and analyze survey and other available data for the purposes of developing recommendations for funding requests.
4. Assist local staff in various matters of local and inter-municipal coordination, including conduct of public hearings.
5. Serve as the liaison to DECD representatives during the application process.
6. Prepare the application submittals required by DECD. Depending on current DECD requirements which may change from time to time, a Letter of Intent or Interest, pre-application or similar preliminary submittal may be required before proceeding with a full application.
7. Support the Town in any necessary follow-up relating to the application(s) after submission.

### B. Services Related to Grant Application

1. Complete the environmental review record (ERR) process, consistent with the procedural requirements of DECD and HUD, including publication or posting of Notice of Intent/Request of Release of Funds (NOI/RROF), and Certification.

### C. Program Administration, Implementation and Activity Coordination

If the grant application is funded, services will be required for administration and implementation of the approved Small Cities Program grant. Services required include, but are not limited to:

1. Overall grant administration and financial management, activity implementation, coordination and delivery, including completion of preliminary grant requirements, complete grant management and program outreach, and adherence to federal and CT Small Cities Program requirements and policies (see Attachment A);
2. Coordination with Town officials, departments and organizations;
3. Provision of office support and grant administrative services;
4. Procurement of equipment, goods and other needed services; and
5. Any other applicable administrative or implementation services required for completion of grant activities, including but not limited to housing rehabilitation specialist services, project management, conducting planning studies and economic development technical assistance.

## III. Selection Criteria

Proposals will be reviewed and evaluated by the Town based upon the following general factors:

1. Scope of services offered and the appropriateness of those services to the needs of the Town;
2. Relevant experience and qualifications of the firm and/or individuals to be involved in the project (including both extent and quality of experience); and
3. Proposed fee for grant application preparation.

As this proposal is soliciting professional services, the proposed fee will not necessarily be the determining factor in the selection of the consultant. The prospective consultant's qualifications, experience and quality of services, as determined both by the information contained in its proposal and through references, shall be the priority considerations over fee in the selection of the consultant. However, in the event that the evaluation of the qualifications and experience of competing proposers finds that they are essentially equal, the proposed fee may be the determining factor in the contract ward, with the contract being awarded to the proposer with the more advantageous fee, assuming that the more advantageous fee offsets the difference in experience and qualifications. The fee proposal should be submitted separately from the main (technical) proposal and will opened and reviewed only after the technical proposal (work scope and consultant information, experience and qualifications, etc.) has been reviewed and evaluated.

Proposals will be evaluated according to the Minimum and Comparative Evaluative Criteria listed below. The Town will first review proposals against the Minimum Evaluative Criteria, which will serve as a threshold for further consideration and review against the Comparative Evaluative Criteria -- only those proposals that meet all of the Minimum Evaluative Criteria will be given further consideration.

### *A. MINIMUM EVALUATIVE CRITERIA*

1. The consultant must demonstrate experience in preparing and submitting at least three (3) Connecticut Small Cities Program CDBG grant applications within the past five (5) years

*that were funded* by DECD, with at least one of these containing an activity relating to the improvement of multi-family elderly housing.

2. The consultant must have a minimum of three (3) years successful experience in Small Cities CDBG grant administration and implementation within the past five years, with experience with at least one CDBG grant that included a housing rehabilitation program activity. "Successful experience" shall be considered grant management experience that includes at a minimum one (1) grant having such an activity that has been completed or is at least 75% complete (determined by grant expenditures) and where there were no or only minor monitoring and/or audit findings.
3. The Construction/Rehabilitation Specialist must have a minimum of three (3) years successful experience in areas related to the construction trades during the past 7 years, with at least three years' experience in serving as a rehabilitation specialist/housing construction inspector during this time period.
4. Proposals must be complete, accurate and responsive to the RFP/Q's requirements.
5. Evidence of insurance coverage must be satisfactory and meet DECD's minimum insurance requirements, including general and professional liability and worker's compensation insurance.
6. The proposer or any member of the proposer's team is not on the federal debarred list.

## ***B. COMPARATIVE EVALUATIVE CRITERIA***

### 1) Grant Application (Grant Writing) Experience

The consultant must demonstrate experience in preparing and submitting at least two (2) Connecticut Small Cities Program CDBG grant applications within the past five (5) years that were funded by DECD, with at least one of these containing a housing rehabilitation program component.

*Highly advantageous*: More than 4 funded grant applications within the past 5 years, including 3 or more that included housing rehabilitation components.

*Advantageous*: 3-4 funded grant applications within the past 5 years, including at least 2 that included housing rehabilitation components.

*Not advantageous*: 2 funded grant applications within the past 5 years, including at least 1 that included housing rehabilitation components.

*Unacceptable*: Less than 2 funded grant applications within the past 5 years.

### 2) Grant Management/Implementation Experience

The consultant must have a minimum of three (3) years successful experience in Small Cities CDBG grant administration and implementation within the past 5 years, with at least 1 year's experience with CDBG grants that included a housing rehabilitation program component.

*Highly advantageous*: Has continuous Small Cities CDBG grant management/ implementation experience during the past 5 years where the management responsibilities were principal to the grant. Included in this overall experience is at least three (3) years of experience managing/implementing

a housing rehabilitation program, with at least one (1) of these year's experience occurring within the past 2 years.

*Advantageous*: Has 3-4 years of Small Cities CDBG grant management/ implementation experience during the past 5 years where the management responsibilities were principal to the grant. Included in this overall experience is more than one but less than three (3) years of experience managing/implementing a housing rehabilitation program, with at least one of these year's experience occurring within the past 2 years.

*Not advantageous*: Has 3 years of Small Cities CDBG grant management/ implementation experience during the past 5 years where the management responsibilities were principal to the grant. Included in this overall experience is at least one (1) year of experience managing/implementing a housing rehabilitation program, with this experience occurring within the past 2 years.

*Unacceptable*: Less than 3 years of experience in managing community development grants within the past 5 years, and less than one full year's experience in managing/implementing housing rehabilitation program components.

**3) Quality and Successful Management/Implementation Experience**

"Successful experience" shall be considered grant management experience that includes at a minimum one grant containing a housing rehabilitation program component that has been completed or is at least 75% complete (determined by grant expenditures) and where there were no or only minor monitoring and/or audit findings. Note: The Town may independently verify the proposer's representations concerning this criterion.

*Highly advantageous*: Has successfully managed more than three (3) CT Small Cities grants during the past five years with no major findings on any of these grants that are attributable to the consultant , with at least one of the grants containing a housing rehabilitation program component. Also, has managed no grant(s) during this time period with major findings.

*Advantageous*: Has successfully managed 2-3 CT Small Cities grants during the past five years with no major findings on any of these grants that are attributable to the consultant, with at least one of the grants containing a housing rehabilitation program component. Also, has managed no grant(s) during this time period with major findings.

*Not advantageous*: Has successfully managed one (1) CT Small Cities grant during the past five years with no major findings on this grant that are attributable to the consultant, with at least one of the grants containing a housing rehabilitation program component. Also, has managed no grant(s) during this time period with major findings.

*Unacceptable*: Insufficient experience or inability by the Town to verify this criterion. Or, has managed grant(s) during this time period with major findings.

**4) Housing Rehabilitation Specialist Experience**

Years of experience in housing rehabilitation programs.

*Highly advantageous*: Four (4) or more years of experience in providing rehabilitation specialist services in CDBG-funded housing rehabilitation programs within past 5 years.

*Advantageous*: More than 3 but less than 4 years of experience in providing rehabilitation specialist services in CDBG-funded housing rehabilitation programs within past 5 years.

*Not advantageous*: The Rehabilitation Specialist has 3 years of experience in the construction trade during the past 7 years and 1 year of experience (or no construction trade experience but more than 1 year of Rehabilitation Specialist experience) in implementing Community Development housing rehabilitation program components within the past three years.

*Unacceptable*: The Rehabilitation Specialist has less than one year of experience in providing rehabilitation specialist services in CDBG housing rehabilitation programs within the past three years.

**5) Consultant's Knowledge and Experience Relating to Federal Lead-Based Paint Requirements Relating to Housing Rehabilitation**

Working knowledge of HUD lead paint regulations under 24 CFR Part 35, Subpart J, and Sections 1012 and 1013 (Title X) of the Residential Lead-Based Paint Hazard Reduction Act of 1992.

*Highly advantageous*: Familiarity with above referenced regulations and attendance at one or more training courses/sessions relating to implementation of these regulations and direct experience in applying them to housing rehabilitation projects, as per 24 CFR part 35, Subpart J.

*Advantageous*: Familiarity with above referenced regulations and attendance at one or more training courses/sessions relating to implementation of these regulations, with some but less than least three years of direct experience in applying them to housing rehabilitation projects, as per 24 CFR part 35, Subpart J.

*Not advantageous*: Not applicable.

*Unacceptable*: Little or minimal familiarity and/or direct experience with above referenced regulations and no attendance at training courses relating to implementation of new regulations.

## IV. Proposal Submission Requirements

One original and two (2) copies of the proposal must be submitted no later than 4:00 PM on Thursday, February 21, 2013. Proposals should be submitted to:

Mr. Maurice W. Blanchette, First Selectman
Ellington Town Hall
55 Main Street
Ellington, Connecticut 06029

Complete proposals must include the following:

1. Proposed services to be provided, presented in sufficient detail so that the Town will be able to compare the proposer's services to those of other proposers;
2. Name, address, and telephone number of consultant or firm and principal contact person.
3. Type of organization (i.e., corporation, partnership, joint venture, etc.) including list of participants, as appropriate.
4. History, ownership, and organizational background of the consultant or firm.
    a. Provide a brief history of each consultant or firm involved as well as a synopsis of ownership and organizational structure;
    b. If the firm responding is a partially or fully owned subsidiary of another firm, include the above information for the parent company and an appropriate statement by the parent company in support of the subsidiary's submittal;
    c. If the response is by a joint venture or prime/subconsultant arrangement, identify the relationship of the responsibilities of the parties to each other and the contractual obligations of each; include the information requested above for all members;
    d. If the respondent intends to use a newly created subsidiary to perform its obligations, this must be fully disclosed and the reasons for such actions given; the parent company shall be responsible for securing the liabilities of the subsidiary and substantially meeting the qualifications requested herein.
5. Information about the firm/individual, including resume and qualifications of firm(s) or individuals to be involved in project presented in a manner and sufficient detail so that the Town is able to complete a comparative evaluation of the proposer's experience and qualifications. Identify the roles and responsibilities of each person to be assigned;
6. A minimum of three (3) references who may be contacted;
7. Statement or evidence that the proposer currently carries or is willing and able to obtain insurance coverage that meets the Connecticut Department of Economic and Community Development's (DECD) insurance requirements.
8. Statement that the proposer and/or any joint venture or proposed subconsultant is not on the federal debarred list;
9. Conditions of proposal offering, if any;
10. Other information that the proposer considers appropriate; and
11. Proposed fee (see below).

Fee Proposal

Proposers should provide a fee proposal for the proposed scope of services in a sealed envelope separate from the technical proposal (all items immediately above, except for item 11). The envelope containing the fee proposal should be clearly marked as such. The current maximum allowable amount of Small Cities funds for a fee for preparing a grant application is $3,000 per application. It is the Town's understanding that this fee limitation does not include the costs for

complying with the environmental review record (ERR) requirements associated with the grant application. These costs are a recognized pre-agreement cost in the event that the grant is funded.

Compensation may be proposed either on a fixed or not-to-exceed billing basis. Fee proposals should clearly identify all elements contained therein, including basis for fees charged (hourly rate vs. direct labor X multiplier); billing rates by individual position or job category; proposed levels of services, i.e. full time, part-time, etc.; estimated cost by activity/task; direct project expenses; subcontractor costs, if any (include a detailed cost breakdown); and any other costs comprising or not included in the proposed fee.

## V. General and Special Provisions

All proposals become the property of the Town of Ellington.

The Town reserves the right to waive any informality in or reject any and all proposals as it deems to be in its best interests. Proposals, amendments to proposals or withdrawals of proposals after the time set for proposals acceptance will not be considered.

The selected bidder shall comply with all applicable state and federal laws in the performance of service, specifically those relating to the Connecticut Small Cities Program (See Attachment A).

The Town intends to engage the services identified in this solicitation through a contract with a single entity (individual or firm). The Town welcomes joint ventures, use of subcontractors/ subconsultants, etc., where such joining will enable individuals or smaller firms to assemble the needed human resources and experience to successfully undertake this engagement. However, contractor/subcontractor arrangements where there is essentially a pass-through of responsibilities by the contractor to the subcontractor(s) is not acceptable to the Town.

The selected bidder must have insurance which meets DECD insurance requirements. These are:

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|---|---|
| Comprehensive General Liability Occurrence Form with Broad Form CGL Endorsement and Non-owned and Hired Auto | $1,000.000.00 |
| Worker's Compensation and Employer's Liability | Bodily Injury by accident<br>$100,000/accident<br><br>Bodily Injury by disease<br>$100,000/employee<br>$500,000 policy limit |

The consideration of proposals and subsequent selection of the successful bidder shall be made without regard for race, color, sex, age, handicap, religion, political affiliation, national origin or sexual orientation.

The Town encourages submissions from certified Section 3, Small, disadvantaged-, minority- and/or women-owned businesses/individuals (D/M/WBEs).

The provisions relating to non-discrimination and affirmative action in employment shall flow through to all contracts and subcontracts that the successful bidder may award as a result of this engagement.

The Town of Ellington is an Affirmative Action, Equal Opportunity Employer (AA/EEO) and contracting agency.

**Attachment A**

# GENERAL PROVISIONS APPLICABLE TO CDBG FUNDS

1. RETENTION OF RECORDS: The Consultant shall maintain in accordance with 24 CFR Part 85, and any DECD regulations, procedures or guidelines, those books, records and any other documents, including but not limited to payroll records, accounting records, and purchase orders, that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant outlays and income. The Consultant shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

2. ACCESS TO RECORDS: The Consultant shall make all books, accounts, records, files, and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by the Town, DECD, their authorized representatives, authorized representatives of HUD, the Inspector General of the United States, or of the State of Connecticut, the Auditor of the State of Connecticut, and the U.S. General Accounting Office. The State of Connecticut reserves the right of the Governor or his/her designee, at reasonable times and upon reasonable notice, to examine the books, records, and other compilative data of the Contractor which pertain to the performance of the provisions and requirements of this Agreement.

3. TERMINATION:

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

3.2. Emergency. The Town/DECD may immediately terminate or suspend this Contract, without penalty, if the Town/DECD determines that an unanticipated emergency situation exists, through no fault of the Town/DECD, which by law mandates immediate action to protect state or federal funds, property or persons, or to remedy damages which have already occurred. Such termination or suspension shall be effective upon The Consultant's receipt of written notice or either suspension or termination.

3.3. Elimination or Reduction of Funding. In the event of an elimination or reduction of funding, for any reason, and through no fault of the Town or DECD, this Contract may be terminated or suspended without penalty, by providing The Consultant with prior written notice of termination or suspension. Such prior written notice shall be made at least thirty (30) calendar days before the effective date of termination or suspension.

3.4. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond their control and without their fault or negligence. Such causes may include, but are not limited to: Acts of God, or the public enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. Unless otherwise provided by law, or unless otherwise specified by the parties elsewhere in this Contract, the performance dates of this Contract are of the essence and important to the implementation of essential work, and continued failure by The Consultant to perform for an extended period, even for causes beyond the control of The Consultant,

shall afford the Town the right to immediately terminate this Contract upon The Consultant's receipt of written notice of termination. An extended period shall be any period aggregating thirty (30) or more calendar days.

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

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

5. NON-DISCRIMINATION: The Consultant shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD (24 CFR Part 1); Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); The Age Discrimination Act of 1975 (42 U.S.C. 6101 et set.); Section 402 of the Veterans of the Vietnam Era Act (for projects of $10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 74); and DECD regulations, procedures and guidelines.

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

6. PROCUREMENT STANDARDS: The Consultant shall adhere to the requirements set forth in 24 CFR Part 85 and DECD regulations, procedures and guidelines with respect to standards governing procurement, and any applicable provisions of State laws and regulations relative thereto. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient take affirmative steps to award a fair share of contracts taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. The Consultant shall maintain records sufficient to detail the process for procurement.

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

8. LABOR STANDARDS: Where applicable, The Consultant shall adhere to the provisions of Section 110 of the Act. In the case of the rehabilitation of commercial property, or rehabilitation of residential property designed for residential use of eight or more families, The Consultant shall adhere to the Federal Labor Standards Provisions (HUD Handbook 1344.1), the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.) and the Copeland Anti-Kickback Act.

9. CONFLICT OF INTEREST: The Consultant shall adhere to the mandates of the Connecticut statutes relating to conflict of interest and the federal Hatch Act, 5 U.S.C., ss 1501 et seq.

10. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS, AND DECD REGULATIONS, PROCEDURES, AND GUIDELINES: All activities authorized by this agreement shall be subject to and performed in accordance with the provisions of the Town's grant contract with DECD and all its attachments (including, where relevant, Section 4.14 Flood Disaster Protection, 4.15 Historic Preservation, 4.16 Additional Environmental Requirements, 4.17 Lead Paint Hazards, and 4.18 Relocation Assistance), all applicable federal regulations including but not limited to any applicable regulations issued by HUD published in 24 CFR Part 570, as may be amended from time to time; OMB Circular A-133 Audits of State, Local, and Non-profit Organizations; 24 CFR 570.200(j); OMB Circular A-87 Cost Principles for State and Local Government; 24 CFR Part 85 Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments (including where relevant Subpart B and C-85.20 through 85.22; 85.25; 85.30 through 85.37); all applicable State and local laws and regulations, including those specifically stated herein; and any additional regulations, procedures or guidelines as may be established or amended by DECD.

12. AVAILABILITY OF FUNDS: Financing assistance to be provided under this Agreement is subject to the continued availability of federal funds for the State of Connecticut's Small Cities CDBG Program, and to the continued eligibility of the State of Connecticut and the Town to receive such funds.

13. ASSIGNABILITY: The Consultant shall not assign nor in any way transfer any interest in this Agreement without the prior written consent of the Town.

14. INDEMNIFICATION: The Consultant shall indemnify, defend, and hold the Town harmless from and against any and all claims, demand, liabilities, actions, causes of actions, costs and expenses caused by or arising out of The Consultant's breach of this agreement or the negligence or misconduct of The Consultant's agents or employees.

15. LICENSES: The Consultant shall procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the Agreement as required by federal, state, or local laws or regulations, and shall comply with the provisions of 24 CFR Part 85 with respect to any bonding or other insurance requirements.

16. CONFIDENTIALITY: The Consultant will protect the privacy of, and respect the confidentiality of information provided by program participants, consistent with applicable federal and state regulations.

17. COPYRIGHT: No material prepared in whole or in part under this agreement shall be subject to copyright in the United States of America or in any other country except with the prior written approval.

18. CLOSEOUT: The Consultant shall follow such policies and procedures with respect to closeout of the grant as may be required by DECD.