

CITY OF DERBY  
REQUEST FOR PROPOSAL

SMALL CITIES HOUSING REHABILITATION PROGRAM INCOME LOAN PROGRAM  
ADMINISTRATIVE & TECHNICAL SERVICES

1. **Intent**

- a. The City of Derby requests proposals from qualified firms or individuals for professional and technical services to assist the City in assuring compliance with the Connecticut Department of Housing's requirements, and any related requirements, regarding the City's Small Cities Program Income Housing Rehabilitation Loan Program. It is the intent of this Request for Proposal to comply with the Connecticut Department of Housing's requirement for competitive negotiation of administrative and technical services. The successful respondent (hereafter, the "Contractor") shall enter into a contract with the City to provide the services described below that are related to the City's residential rehabilitation program.

2. **Description of Services Needed**

- a. Administrative and technical support to implement activities for, and to administer, the City's Small Cities Program Income Housing Rehabilitation Loan Program during the life of the contract. The Contractor shall be responsible for all phases of general program administration and compliance, under the City's direct supervision, for approved projects, including (but not limited to) project administrative activities and oversight of housing rehabilitation design and delivery. Services will include attendance, as needed, at public meetings of oversight or regulatory bodies, meetings with City officials, and coordination and attendance at public hearings (if required by the City or other funding entities), helping City officials notify citizens of program availability, taking the necessary steps to ensure compliance with all of the items in the "Federal Requirements" section below, and assisting the City in responding to inquiries during State review and processing. During the implementation phase of any project, the Contractor's services may include grant coordination, contract compliance, compliance with City, State and/or Federal requirements, general administration to coordinate the activities of other contractors and the City, monitoring of other contractor's activities, verifying program income requirements, and any other administrative or technical services required by the City to ensure both the successful completion of the project and adherence to all funding requirements by the City. The general and technical services described in this section do not include architectural services, engineering services, legal service, or disbursement of funds on behalf of the City.

### **3. Type of Contract**

- a. The City will execute a fixed price type of contract for these services with the Contractor. The fixed price shall include all items normally considered required to complete the task. All services included in the contract shall be delivered to the City for the agreed upon price. Lump sum pricing may also be negotiated for other specific and identifiable program components.

### **4. Federal Requirements**

- a. The Contractor shall monitor project activity to allow the City to adhere to the terms and conditions of the following federal requirements, as amended:
  - i. 2 CFR 200.320
  - ii. Title VI of the Civil Rights Act of 1964
  - iii. Conflict of Interest Requirements (24 CFR Part 570)
  - iv. Access to Records and Freedom of Information Requirements
  - v. Executive Order 11246 – Equal Employment Opportunity
  - vi. Executive Order 12138 – Women Business Enterprise Policy
  - vii. Architectural Barrier Act of 1968
  - viii. Age Discrimination Act of 1975
  - ix. Section 3 Clause – Housing and Urban Development Act of 1968
  - x. Section 504 – Rehabilitation Act of 1973
  - xi. Retention and Custodial Requirements (24 CFR Part 85.42)
  - xii. Executive Order 11063
  - xiii. Affirmative Action Program/Plan
  - xiv. Davis Bacon and Related Acts
  - xv. Any other applicable federal requirements not previously stated
- b. The Contractor shall be knowledgeable of the terms and conditions of each of requirements and shall notify the City in writing if they are not being met on these or any project to which they apply.

### **5. Proposal Content**

- a. The Proposal should include the following:
  - i. A description of expertise & experience directly relevant to the operation and administration of the City's program.
  - ii. A list of professional references, with contact information. Resumes of professional staff members who will work on this project and proof of CDBG Certified Grant Administrator certification.
  - iii. Description of the Scope of Services/services that the respondent intends to provide (as per the "Description of Services Needed" section) and the proposed cost to the City for them (as per the "Type of Contract" section).
  - iv. Proposed Fee for services provided.
  - v. Each proposer must provide certification of insurance in the types and amounts specified by DECD Bulletin #94-003 within ten days of selection by the City.

## **6. Evaluation**

- a. Proposal Evaluation criteria shall include:
  - i. Firm's history and resource capabilities to perform required services (10 points)
  - ii. Evaluation of assigned personnel (15 points)
  - iii. Related experience (20 points)
  - iv. Familiarity with local experience and results (20 points)
  - v. Analysis of narrative statement (10 points)
  - vi. Professional reference check (10 points)
  - ix. Price comparison (15 points)

## **7. Process**

- a. All firms or individuals wishing to be considered for this appointment shall submit responses based on the requirements set forth in this RFP document. The RFP document is available in the Town Clerk's Office, 1 Elizabeth Street, Derby, CT 06418, and on the City of Derby's website, <https://www.derbyct.gov/bids> . Proposals will be received until Tuesday April 2, 2024 at 10:00 a.m., via the City of Derby's secure portal at <https://www.derbyct.gov/bids> . Faxed, mailed or electronic email proposals will not be accepted.
- b. Any addenda will be posted on the City's website at least four business days prior to the response deadline. All respondents are responsible for checking the City's website for the presence and content of all addenda.
- c. Proposals received by the City will be reviewed for completeness and clarity. They will be evaluated in accordance with the Proposal Evaluation criteria above and the firm(s) to be interviewed, if any, will be determined. The City may also wish to conduct a second interview prior to making a final award. A decision on an award is anticipated within a month of receipt of the RFP's.

## **8. General Requirements**

### **a. Reservation of Rights**

- i. The City reserves the right to waive informalities or to reject any or all proposals when such action is deemed to be in the best interests of the City. The City reserves the right to delete such items as it deems necessary from these proposals. Respondents are directed to be certain that they understand the terms and conditions as specified in this RFP. All exceptions of the respondent to the terms and specifications of this RFP shall be made in writing and submitted in full with the proposal. For all other terms and specifications, submission of a proposal constitutes acceptance by the respondent. It will be expected that all remaining terms and conditions expressed herein are acceptable and shall govern any resulting contract. The City reserves the sole right to reject proposals that contain exceptions which are unacceptable. In order to provide the requested services to the City, the respondent must be able to demonstrate the expertise and flexibility necessary to successfully complete this work. Services shall only be provided after written authorization is received from the City. The City reserves the right to utilize some, all or none of the various services identified in this RFP. All services performed shall be completed to the satisfaction of the Mayor. The City of Derby reserves the right to terminate any agreement upon ten (10) calendar days' written notice of failure by the respondent to provide service to the satisfaction of the mayor. The City shall not be responsible for any expenses incurred in preparing and submitting a response to this Request for Proposals. The City further reserves the right to request information from individual respondents and to negotiate fees and/or other terms and conditions.

### **b. Nondiscrimination**

- i. The Contractor shall agree and warrant that it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental disability, physical disability, or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the City of Derby.

### **c. Hold Harmless**

The Contractor agrees to indemnify, defend and hold harmless the City and its respective officers, employees, agents and/or servants against all demands, claims, actions or causes of actions, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties, court costs and reasonable attorney's fees, asserted against, resultant to, imposed upon or incurred by the City of Derby resulting from or arising out of:

Any breach by the Contractor of the terms of the specifications, or

Any injuries (including death) sustained by or alleged to have been sustained by the officers, employees, agents and/or servants of the City or the Contractor or subcontractors or material men, or

Any injuries (including death) sustained by or alleged to have been sustained by any member of the public or otherwise any or all persons, or

Any damage to property, real or personal, (including property of the City of Derby or its respective officers, agents and servants) caused in whole or in part by the acts or omissions of the Contractor any subcontractor or any material men or anyone directly or indirectly employed by them while engaged in the performance of any work for the City of Derby.

d. Insurance

The successful respondent shall furnish a certificate of insurance to the City for the following insurance coverage within ten (10) days from notice of award. All insurance coverage shall be written with an insurance company licensed to conduct business in the State of Connecticut and that has a current A.M. Best's rating of A-(VII) or better. Insurance coverage shall remain in full force for the duration of the award/contract term including any and all extensions. All insurance, except for Professional Liability Insurance, shall be carried on an occurrence basis. Such certificate of insurance shall specify that the City will receive thirty (30) days notice of any cancellation, non-renewal or reduction in coverage and limits originally provided.

Commercial General Liability including Premises-Operations, Independent Contractors, Blanket Contractual, Products and Completed Operations:

1. \$1,000,000 Each Occurrence
2. \$2,000,000 Aggregate

Combined Single Limit for personal injury or property damage or both combined.

Such policy shall name the City as additional insured.

Comprehensive Automobile Liability covering owned, non-owned, hired, or leased vehicles.

\$1,000,000 Each Accident  
Combined Single Limit for bodily injury or property damage or both combined.

Workers Compensation Insurance in accordance with Connecticut State Statutes.

Employers Liability Limit

\$500,000 each accident for bodily injury by accident  
\$500,000 for each employee for bodily injury by disease

e. Freedom of Information

- i. All proposals and any related submittals to the City are subject to the requirements of the State of Connecticut Freedom of Information Act, regardless of whether they are marked as confidential, proprietary, or in any other manner. By the act of submitting a bid, bidders agree that they will be subject to Connecticut General Statutes §1-200 et seq.

f. Award

- i. The City intends, but is not required, to make one or more awards as a result of this RFP that are open-ended in nature in order to provide the continuity and consistency it deems vital to the successful operation of its various programs.

g. Work Product Ownership

- i. All responses and submittals received as a result of this Request for Proposals shall become the property of the City upon receipt. All work products provided to the City following award shall also be the sole property of the City upon receipt.

9. Questions

- a. All questions regarding this request for proposals shall be submitted to Pamela Happy, via email only at [phappy@derbyct.gov](mailto:phappy@derbyct.gov).

All questions shall be presented at least four business days prior to the submission deadline to allow for the preparation and distribution of addenda.

THE CITY OF DERBY  
IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER  
WBE/MBE/SBE & SECTION 3 DESIGNATED BUSINESSES ARE ENCOURAGED TO APPLY  
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