

CITY OF DERBY

REQUEST FOR PROPOSALS

SMALL CITIES PROGRAM ADMINISTRATIVE SERVICES

I. 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 Proposals 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.

II. 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 (such as Connecticut Human Rights and Opportunities set asides, prevailing wages, etc.), general administration to coordinate the activities of other contractors and the City, monitoring of other contractor's (including all project subcontractor'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 or disbursement of funds on behalf of the City.

III. Type of Contract

- a. The City will execute a contract for these services with the Contractor. The contract shall include all items normally considered reimbursable by the Contractor (the City will not make separate payments for mileage, copies, postage, etc.). All services included in the contract shall be delivered to the City for the agreed upon price.

IV. 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. CFR 200.236
- 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 these requirements and shall notify the City in writing if they are not being met on any project to which they apply.

V. Proposal Content

- a. The proposal should include the following:
 - i. A description of expertise, & experience directly relevant to the operation and administration of the Program;

- ii. A list of similar projects previously completed;
- iii. A list of professional references, with contact information;
- iv. Resumes of professional staff members who will work on this project;
- v. 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;
- vi. Proposed Fee for providing services;
- vii. Identify what the respondent will expect the City to supply.

VI. Evaluation

a. Proposal Evaluation criteria shall include:

- i. Firm's history and resource capabilities to perform required services (5 points)
- ii. Evaluation of assigned personnel (10 points)
- iii. Related experience (10 points)
- iv. Financial Management and Cost Allocation experience and results (5 points)
- v. Familiarity with local experience and results (20 points)
- vi. Ability to relate to project (10 points)
- vii. Analysis of narrative statement (10 points)
- viii. Professional reference check (10 points)
- ix. Price comparison (20 points)

VII. Process

- a. All firms or individuals wishing to be considered for this appointment shall submit two (2) written responses based on the requirements set forth in this RFP document. The RFP document is available in the Community Development Office at Derby City Hall, 1 Elizabeth Street, Derby, CT and on line at the DAS Website – State Contracting Portal Solicitation #PIEE-2018 and at www.derbyct.gov (hereafter the "City's website"). **Proposals will be received until 10:00 a.m. on Thursday, April 12, 2018 in the Community Development Office, 1 Elizabeth Street, Derby, CT 06418 at which time they will be opened and read aloud.**
- b. Any addenda will be posted on the City's website at least two 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.

VIII. 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 City. The City 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 City. 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 of Derby 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 of Derby 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.

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 of Derby 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 an award 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.

IX. Questions

- a. All questions regarding this request for proposals shall be directed to Patty Finn, Director, Community Development, 1 Elizabeth Street, Derby, CT, telephone (203)-736-1453 between 8:30 and 5:00 pm, local time, Monday through Thursday and 8:30 a.m. to 12:30 p.m. on Friday, or at pfinn@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