

PLEASE DO NOT REMOVE ANY SHEETS FROM THIS DOCUMENT

TOWN OF VERNON



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

Date Proposals Due: Wednesday, April 3, 2024 at 10:30 am

LATE SUBMITTALS WILL NOT BE ACCEPTED

**TOWN OF VERNON
REQUEST FOR PROPOSAL**

**Contract #2138 - Small Cities Housing Rehabilitation Program Income Loan Program
Administrative and Technical Services**

The Town of Vernon, Connecticut is seeking requests proposals from qualified firms or individuals for professional and technical services required to provide administrative and technical support to implement activities for and administer the Town of Vernon's Small Cities Program Income Housing Rehabilitation Loan Program. The selected contractor will be responsible for all phases of general program administration and compliance under the Town's direct supervision for approved projects, including but not limited to project administrative activities and housing rehabilitation design and delivery. Contractor selection will be based on Small Cities experience, completed projects, experience of staff, costs, and any other factors deemed to be in the best interest of the Town.

All questions regarding this RFP should be directed to Nichole Greco by email only to ngreco@vernon-ct.gov, no later than **Thursday, March 21, 2024 at 3:30 pm**. Answers to questions received will be posted as an addendum by **Thursday, March 28, 2024**, on the Town's website at <https://www.vernon-ct.gov/government/bid-opportunities> and at the Connecticut State Department of Administrative Services (DAS) at <https://portal.ct.gov/das> by referencing Contract #2138. It is the sole responsibility of the respondent to review any or all addendum or question responses related to this RFP.

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 proposals must be submitted in a sealed envelope, clearly marked "**BID DOCUMENT – DO NOT OPEN - CONTRACT#2138**" clearly marked on the outside of the envelope to Michael J. Purcaro, Town Administrator, Town of Vernon, Memorial Building, 14 Park Place, 3rd Floor, Vernon, Connecticut 06066 no later than **Wednesday, April 3, 2024, at 10:30 am**. Emailed, faxed or late bids will not be accepted.

Received proposals will be opened publicly in person on **Wednesday, April 3, 2024, at 10:30 am**. Proposal results will be posted on the Town website.

The selected firm must meet all municipal, state, and federal AA and EEO practices and requirements. MBE's, WBE's, SBE's are encouraged to apply. The Town reserves the right to reject any or all proposals in whole or part, to award any one service or group of services or all services, to negotiate with any or all companies submitting proposals, and to enter into an agreement with any contractor for any services mentioned in this RFP; if it is deemed to be in the best interest of the Town.

Confidentiality - If Respondent believes that any information in its proposal should be treated as confidential that material shall be clearly marked. The Town shall endeavor to protect confidential material from disclosure to non-Town employees to the extent permitted by State or Federal law. In no event will the Town be responsible for the inadvertent disclosure of your response to this RFP.

Michael J. Purcaro, Town Administrator

Town of Vernon
Contract #2138 - Small Cities Housing Rehabilitation Program Income Loan Program
Administrative and Technical Services

INSTRUCTIONS TO BIDDERS

These instructions are standard for all proposals issued by the Town of Vernon, Connecticut for the purchase of all supplies, materials, equipment, and the furnishing of certain services.

1. All questions regarding this RFP should be directed to Nichole Greco by email only to ngreco@vernon-ct.gov, no later than **Thursday, March 21, 2024 at 3:30 pm**. Answers to questions received will be posted as an addendum by **Thursday, March 28, 2024**, on the Town's website at <https://www.vernon-ct.gov/government/bid-opportunities> and at the Connecticut State Department of Administrative Services (DAS) at <https://portal.ct.gov/das> by referencing Contract #2138. It is the sole responsibility of the respondent to review any or all addendum or question responses related to this RFP.
2. The contract shall cover a three (3) year period. Depending on the quality of service and funding, the contract may be extended for up to two one-year periods, if agreed upon by both parties. The Town Administrator, at his option, may renew the contract in one-year increments for a maximum of two (2) additional years upon sending the Contractor thirty (30) days written notice. Within ten (10) days after receipt of said notice, the Contractor shall indicate his/her acceptance or non-acceptance of the proposed renewal. In the event that the contract is renewed, all of the original terms shall remain in full force for the renewal period unless otherwise mutually agreed upon, in writing, between the Town and the Contractor.
3. Deviations: Any and all deletions, variations and exceptions to the specifications must be stated in writing at time of bidding and must be attached to the "Proposal" section of contract. Terms and conditions of any additions or deletions will be subject to negotiation by both parties.
4. The attached proposal is signed by the bidder with full knowledge of, and agreement with, the general specifications, conditions and requirements of this bid.
5. Not responsible for defects to electronically-mailed contracts.
6. Bids shall be submitted in sealed envelopes which shall be addressed to the Town Administrator, 14 Park Place, Vernon, Connecticut 06066, and shall be clearly marked "BID DOCUMENT - DO NOT OPEN". The bid envelope shall indicate the contract number as shown on the "Request for Proposal". Emailed, faxed or late bids will not be accepted.
7. Bids received later than the time and date specified in the "Request for Proposal" will not be considered. Withdrawal of bids received later than the time and date set for the bid opening, will not be considered.
8. Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived and no bid received

thereafter will be considered.

Town of Vernon office hours:

Monday, Tuesday, and Wednesday - 8:00 am – 5:00 pm

Thursday – 8:00 am – 7:00 pm

Friday - closed

9. In accordance with the provisions of Section 12-412 (a) of the Connecticut General Statutes, the Town of Vernon is exempt from the payment of Federal or State tax and such tax or taxes shall not be included in bid prices.
10. The Town reserves the right to reject any and all bids, wholly or in part; to waive technical defects, and to make awards in the manner deemed to be in the best interests of the Town.

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Town of Vernon
Contract #2138 - Small Cities Housing Rehabilitation Program Income Loan Program
Administrative and Technical Services

SPECIFICATIONS

I. INTENT

The Town of Vernon, Connecticut (hereafter, the “Town”) requests proposals from qualified firms or individuals for professional and technical services to assist the Town of Vernon in assuring compliance with the Connecticut Department of Housing’s requirements, and any related requirements, regarding the Town’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 Town to provide the services described below that are related to the Town’s residential rehabilitation program.

II. DESCRIPTION OF SERVICES NEEDED

The services needed consist of administrative and technical support to implement activities for, and to administer, the Town’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 Town’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 Town officials, and coordination and attendance at public hearings (if required by the Town or other funding entities), helping Town 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 Town 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 the Town, State and/or Federal requirements, general administration to coordinate the activities of other contractors and the Town, monitoring of other contractor’s activities, verifying program income requirements, and any other administrative or technical services required by the Town to ensure both the successful completion of the project and adherence to all funding requirements by the Town. 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 Town.

III. TYPE OF CONTRACT

The Town 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 Town for the agreed upon price. Lump sum pricing may also be negotiated for other specific and identifiable program components.

IV. FEDERAL REQUIREMENTS

1. The Contractor shall monitor project activity to allow the Town to adhere to the terms and conditions of the following federal requirements, as amended:
 - a. 2 CFR 200.320
 - b. Title VI of the Civil Rights Act of 1964
 - c. Conflict of Interest Requirements (24 CFR Part 570)
 - d. Access to Records and Freedom of Information Requirements
 - e. Executive Order 11246 – Equal Employment Opportunity
 - f. Executive Order 12138 – Women Business Enterprise Policy
 - g. Architectural Barrier Act of 1968
 - h. Age Discrimination Act of 1975
 - i. Section 3 Clause – Housing and Urban Development Act of 1968
 - j. Section 504 – Rehabilitation Act of 1973
 - k. Retention and Custodial Requirements (24 CFR Part 85.42)
 - l. Executive Order 11063
 - m. Affirmative Action Program/Plan
 - n. Davis Bacon and Related Acts
 - o. Any other applicable federal requirements not previously stated
2. The Contractor shall be knowledgeable of the terms and conditions of each of requirements and shall notify the Town in writing if they are not being met on these or any project to which they apply.

V. PROPOSAL CONTENT

The Proposal should include the following:

- a. A description of expertise and experience directly relevant to the operation and administration of the Town’s program.
- b. A list of professional references, with contact information. Resumes of professional staff members who will work on this project and proof of Community Development Block Grant (CDBG) Certified Grant Administrator certification.
- c. 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 Town for them (as per the “Type of Contract” section).
- d. Proposed Fee for services provided.
- e. 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 Town.

VI. PROCESS

1. All questions regarding this RFP should be directed to Nichole Greco by email only to ngreco@vernon-ct.gov, no later than **Thursday, March 21, 2024 at 3:30 pm**. Answers to questions received will be posted as an addendum by **Thursday, March 28, 2024**, on the Town’s website at <https://www.vernon-ct.gov/government/bid-opportunities> and at the Connecticut State Department of Administrative Services (DAS) at <https://portal.ct.gov/das> by referencing Contract #2138. It is the sole responsibility of the respondent to review any or all addendum or question responses related to this RFP.

2. 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 proposals must be submitted in a sealed envelope, clearly marked “**BID DOCUMENT – DO NOT OPEN - CONTRACT#2138**” clearly marked on the outside of the envelope to Michael J. Purcaro, Town Administrator, Town of Vernon, Memorial Building, 14 Park Place, 3rd Floor, Vernon, Connecticut 06066 no later than **Wednesday, April 3, 2024, at 10:30 am**. Emailed, faxed or late bids will not be accepted.

VII. EVALUATION

The Town shall be the sole judge as to whether a proposal complies with these instructions and specifications, and such a decision shall be final and conclusive.

Proposals submitted in response to this RFP and become the sole property of the Town. Proposals may not be withdrawn for sixty (60) days from the proposal due date. The Town reserves the right to reject any or all proposals received, and further reserves the right to waive non-material deficiencies in any proposal.

The selected Firm must meet all municipal, state, and federal AA and EEO practices and requirement. The Town reserves the right to reject any or all proposals in whole or part, to award any one service or group of services or all services, to negotiate with any or all companies submitting proposals, and to enter into an agreement with any company for any services mentioned in this RFP; if it is deemed to be in the best interest of the Town.

The contents of the successful proposal may, at the Town’s option, become part of the contract entered into by the selected Firm and the Town. Selection as the preferred proposal does not provide any contract rights to that Firm. Any such rights shall accrue only when the Town and the Firm execute a binding contract. The Town reserves the right to negotiate with the successful Firm in any manner necessary to best serve the interests of the Town. If the Town fails to reach an agreement with the successful bidder, the Town may commence negotiations with an alternative bidder or reject all bids and reinstitute the RFP process.

Proposals will be evaluated based on what is deemed to be in the best interests of the Town, including such factors as the bidder’s experience in providing services, the clarity and completeness of the proposal, the persons to be assigned to the project by the bidder, and total cost. Cost will not be the sole factor in evaluating bids.

VIII. GENERAL REQUIREMENTS

1. Reservation of Rights

- a. The Town 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 Town. The Town 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 Town reserves the sole right to reject proposals that contain exceptions which are unacceptable. In order to provide the requested services to the Town, 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 Town. The Town 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 Town Administrator of the Town and his duly authorized representatives shall be judge of the character, nature, and fitness of all the materials furnished under this contract. The Town 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 Town. The Town shall not be responsible for any expenses incurred in preparing and submitting a response to this Request for Proposals. The Town further reserves the right to request information from individual respondents and to negotiate fees and/or other terms and conditions.

2. Nondiscrimination

- a. 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 Town of Vernon.

3. Insurance

The successful respondent shall furnish a certificate of insurance to the Town 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 Town 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 Town 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

Professional Liability

Each Claim:

\$ 2,000,000

Annual Aggregate

\$ 2,000,000

If any policy is written on a “Claims Made” basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to the Town of Vernon prior to contract issuance. The Contractor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. All insurance shall not be canceled, limits reduced or coverage altered, 30 days written notice must be given to the Town of Vernon, Town Administrator, 14 Park Place, Vernon, CT 06066.

IX. INDEPENDENT CONTRACTOR

The selected firm is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with the Town of Vernon. The firm is not authorized to speak for, represent, or obligate the Town of Vernon in any manner without the prior expressed written authorization from the Town of Vernon.

X. INDEMNIFICATION/HOLD HARMLESS

The Contractor will indemnify the Town for any damages or costs to which it may be put by reason of injury to the person or property of another resulting from the performance, non-performance, negligence or carelessness in the performance of the Contract or in failure to comply with any provisions of the Contract. The Contractor further agrees to indemnify, defend and hold harmless the Town of Vernon, its respective officers, employees, elected officials, agents, servants and volunteers from and against any and all claims, liabilities, obligations, infringements of patent rights, causes of action and financial costs and expenses of any kind and nature, including counsel fees, for damages including but not limited to, damage to real or personal property, bodily injury, and personal injury (including death), arising out of, related to, in connection with, any of the services performed pursuant to this Contract or for any activities conducted by the Contractor, its employees, agents, suppliers, contractors, sub-contractors or anyone directly or indirectly employed by any of them. This indemnification includes the Contractor’s duty to defend the Town of Vernon from any such claims.

XI. WAIVER OF SUBROGATION REQUIREMENT

The selected firm will require all insurance policies in any way related to the work and secured and maintained by the firm to include clauses stating each carrier will waive all rights of recovery, under subrogation and otherwise, against the Town of Vernon, and its respective officers, employees, agents, servants, elected officials, and volunteers. The selected firm shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of the Town of Vernon.

XII. CONTINGENT UPON AVAILABILITY OF FUNDS

The town's obligation under this Agreement is contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made. No legal liability on the part of the Town for any payment may arise until funds are made available and approved for this Agreement and until a Purchase Order has been issued.

NO INTEREST TO BE PAID. No interest is to be allowed or paid by the Town upon any monies retained under the provisions of this contract.

XIII. TERMINATION

The Town may at any time and for any reason, with or without cause, in its sole discretion, terminate the Contract by written notice specifying the termination date, which shall not be less than five (5) from the date such notice is given. Upon receipt of such notice, the Contractor shall immediately discontinue all work (unless the notice directs otherwise) and deliver to the Town all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing its duties under the Contract, whether completed or in progress. All such documents, information, and materials shall become the property of the Town. In the event of such termination, services shall be paid for in such amount as shall compensate the Contractor for the portion of the services satisfactorily performed prior to termination. Such an amount shall be fixed by the Town after consultation with the Contractor and shall be subject to review by the Administrator. Termination under this section shall not give rise to any claim against the Town for damages or for compensation in addition to that provided hereunder.

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