REQUEST FOR PROPOSAL TOWN OF VERNON

SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION DEVELOPMENT & SUBMISSION INCLUDING ADMINISTRATIVE & TECHNICAL SERVICES

1. Intent

The Town of Vernon requests proposals from qualified firms or individuals for professional and technical services for the preparation, submission, and administration of a 2022 Small Cities Community Development Block Grant (CDBG) application to the State of Connecticut Department of Housing.

Proposals must comply with the Connecticut Department of Housing's (DOH) requirement for administrative and technical services. The successful respondent (hereafter, the "Contractor") shall enter into an agreement with the Town to provide the services described below that are related to the Town's Small Cities CDBG program. Services shall include the administration of any Program Income during the agreement period.

1. <u>Description of Services Needed</u>

Services shall include but not be limited to administrative and technical support to prepare and administer the Town's 2022 Small Cities Community Development Block Grant (CDBG) application 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. Services also include the preparation of the Environmental Review Record (ERR), attend/conduct public hearing(s) for citizens participation, assistance in preparing the State contract and financing plan and budget. General administrative services such as Affirmative Action and Equal Opportunity, WBE/MBE/SBE/DBE outreach, Section 3 compliance. Financial record keeping, and reporting. Program/project administration and delivery including the coordination and preparation of technical specifications, bid documents, Davis-Bacon and Federal prevailing wage compliance.

The general and technical services described in this section do not include architectural services, engineering services or disbursement of funds on behalf of the Town.

2. Type of Contract

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

3. Federal Requirements

The Contractor shall monitor project activity to allow the Town to adhere to the terms and conditions of the following federal requirements, as amended:

- 1. 2 CFR Part 200
- 2. Title VI of the Civil Rights Act of 1964
- 3. Conflict of Interest Requirements (24 CFR Part 570)
- 4. Access to Records and Freedom of Information Requirements
- 5. Executive Order 11246 Equal Employment Opportunity
- 6. Executive Order 12138 Women Business Enterprise Policy
- 7. Architectural Barrier Act of 1968
- 8. Age Discrimination Act of 1975
- 9. Section 3 Clause Housing and Urban Development Act of 1968
- 10. Section 504 Rehabilitation Act of 1973
- 11. Retention and Custodial Requirements (24 CFR Part 85.42)
- 12. Executive Order 11063
- 13. Affirmative Action Program/Plan
- 14. Davis Bacon and Related Acts
- 15. Any other applicable federal requirements not previously stated

The Contractor shall be knowledgeable of the terms and conditions of each of these requirements and shall notify the Town in writing if they are not being met on any project to which they apply.

4. Proposal Content

The proposal should include the following:

- 1. A proposed scope of work and project approach relevant to the Town's program.
- 2. Detailed information on the firm's background and experience in Federal/State funding, specifically CDBG Program experience.
- 3. Resumes of professional staff members who will work on this project and professional references with contact information.
- 4. Proposed Fee schedule for providing services.
- 5. Selected firm must be able to provide a certificate of insurance in the types and amounts specified by DECD bulletin # 94-003 within ten days of selection by the Town.

5. Evaluation

Proposal Evaluation criteria shall include:

- 1. Firm's history and resource capabilities to perform required services (30 points)
- 2. Evaluation of assigned personnel (10 points)
- 3. Related experience (30 points)
- 4. Professional reference check (10 points)
- 5. Price comparison (20 points)

6. Process

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 Town Administrator Office and on the Town's website under the bid section at https://www.vernon-ct.gov. Proposals will be received until 10:00 am Wednesday, April 6, 2022, at 14 Park Place, Vernon, CT 06066. Any addenda will be posted on the Town's website at least two business days prior to the response deadline. All respondents are responsible for checking the Town's website for the presence and content of all addenda.

Proposals received by the Town 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 Town may also wish to conduct a second interview prior to making a final award.

7. General Requirements

a. Reservation of Rights

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 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. 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.

b. Nondiscrimination

1. 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.

c. Hold Harmless

The Contractor agrees to indemnify, defend and hold harmless the Town of Vernon 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 Town of Vernon 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 Town 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 Town 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 Town.

d. <u>Insurance</u>

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

e. Award

1. The Town 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.

f. Work Product Ownership

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

8. Questions

All questions regarding this request for proposals shall be directed to Michael J. Purcaro, Town Administrator, Town of Vernon, 14 Park Place, Vernon, CT 06066, telephone 860-870-3665, between 8:30 am and 4:30 pm, local time, March 29, 2022, through April 2, 2022, or at mpurcaro@vernon-ct.gov.

THE TOWN IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER WBE/MBE/SBE AND SECTION 3 BUSINESS ARE ENCOURAGED TO APPLY