

## LEGAL NOTICE

### **Town of Branford Request for Qualifications/Proposals Small Cities – Revolving Loan Program Consultant**

The Town of Branford (the “Town”), intends to contract for the services from qualified firms and individuals for professional and technical services to assist the Town 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.

Firms interested in being considered for a contract to provide the required services should reply with a proposal no later than 4:30 PM local time on March 24, 2020. Proposals received after this deadline will not be considered.

As more particularly described in Section V, Proposal Content, the proposal should include information regarding the firm’s history; education and experience of owners and key personnel; the technical expertise of the firm’s current staff; the firm’s experience in connection with providing the required services.

Firms desiring a Request for Qualifications/Proposals (RFP) package may obtain such documents from the Town of Branford website [www.branford-ct.gov](http://www.branford-ct.gov) or from:

Town of Branford  
Tyechia Pettway, Purchasing Clerk  
P.O. Box 150  
1019 MainStreet  
Branford, CT 06405

Responding firms will be evaluated based on their qualifications and proposal. The Town of Branford reserves the right to reject any and all proposals or any part thereof, or to waive defects in same, or to accept any proposal, or part thereof, deemed to be in the best interest of the Town of Branford.

TOWN OF BRANFORD  
REQUEST FOR PROPOSALS

SMALL CITIES PROGRAM ADMINISTRATIVE SERVICES

**I. Intent**

- a. The Town of Branford requests proposals from qualified firms or individuals for professional and technical services to assist the Town 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 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 Town to provide the services described below that are related to the Town's residential rehabilitation program.

**II. Description of Services Needed**

- a. 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.
- b. During the implementation phase of any project, the Contractor's services may include grant coordination, contract compliance, compliance with Town, State and/or Federal requirements (such Connecticut Human Rights and Opportunities set asides, prevailing wages, etc.), general administration to coordinate the activities of other contractors and the Town, 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 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 or disbursement of funds on behalf of the Town.

**III. Type of Contract**

- a. 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**

- a. The Contractor shall monitor project activity to allow the Town 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 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**

- a. The proposal should include the following:
  - i. A description of expertise, & experience directly relevant to the operation and administration of the Town’s program. A list of similar projects previously completed.
  - 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 provided (as per the “Description of Services Needed” section) and the proposed cost to the Town for them (as per the “Type of Contract” section.)
  - vi. Proposed Fee for services provided.
  - vii. Response Page. Respondent must submit a filled-in and signed Response Page (See Attachment A) with its response to the RFP.
  - viii. Non-Collusion Affidavit. Respondent must submit a filled-in and signed Non-Collusion Affidavit (See Attachment B) with its response to this RFP.
  - ix. Identify what the respondent will expect the Town to supply.
  - x. Any information to allow the Town to apply the Proposal Evaluation Criteria below.

**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 Town of Branford website [www.branford-ct.gov](http://www.branford-ct.gov) (hereafter the “Town’s website”) or from:

Tyechia Pettway, Purchasing Clerk  
P.O. Box 150  
1019 Main Street  
Branford, CT 06405

Proposals will be received until 4:30 PM, March 24, 2020, in the Finance Office.

- b. 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.
- c. 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. 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 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 Mayor. 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 Mayor. 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**

- 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 Town of Branford.

**c. Hold Harmless**

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

**d. Freedom of Information**

- i. All proposals and any related submittals to the Town 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.

e. **Award**

- i. 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**

- i. 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.

**IX. Questions**

- a. All questions regarding this request for proposals shall be submitted to Harry Smith, Town Planner.
- b. All questions shall be presented at least four business days prior to the submission deadline to allow for the preparation and distribution of addenda.

Questions regarding this RFP should be directed to the Town of Branford at the following e-mail address: [hsmith@branford-ct.gov](mailto:hsmith@branford-ct.gov)

However, **no oral interpretations shall be made to** any respondent as to the meaning of any of the documents. Every request for an interpretation shall be made in writing, addressed and forwarded to receive consideration, such questions must be received by March 2, 2020 at 2:00 p.m. E.T.

Town of Branford staff will arrange as addenda all questions received as above provided and the answers regarding each. The addenda shall be made a part of this Request for Proposals (RFP). At least seven (7) days prior to the receipt of proposals, Town of Branford staff will post a copy of any such addenda to Town of Branford's website, located at [www.branford-ct.gov](http://www.branford-ct.gov) **It shall be the responsibility of each RFP Respondent to determine whether any addenda have been issued and if so, to download copies directly from Town of Branford's website.**

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

**ATTACHMENT A**

**RESPONSE PAGE**

**Request for Proposals  
Small Cities – Revolving Loan Program Consultant**

**Date Advertised:** February 20, 2020

**Date / Time Proposals Due:** March 24, 2020 by 4:30 PM

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**Type or Print Name of Officer**

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**Name of Firm**

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**Type or Print Name of Individual**

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**Doing Business as (Trade Name)**

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**Signature of Authorized Officer/Individual**

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**Street Address**

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**Title**

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**City, State, Zip Code**

---

**Date**

---

**Telephone Number / Fax Number**

---

**E-mail Address / Website**

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**SS# or TIN#**

**ATTACHMENT B**  
**NON-COLLUSION AFFIDAVIT OF BIDDER**

State of: \_\_\_\_\_

County of: \_\_\_\_\_, SS)

\_\_\_\_\_; being first duly sworn, deposes and says that:

- 1) S/he is (owner, partner, officer, representative or agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid:
- 2) S/he is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid:
- 3) Such Bid is genuine and is not a collusive or sham Bid:
- 4) Neither the said Bidder nor any of its officers, partners, owner, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage with the Owner or any person interested in the proposed Contract.
- 5) The price quoted in the attached Bid is fair and proper and is not tainted by collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public: \_\_\_\_\_

My Commission expires \_\_\_\_\_, 20\_\_\_\_.



**TOWN OF BRANFORD**  
**OFFICE OF THE TREASURER**



1019 Main Street  
Post Office Box 150  
Branford, CT 06405

(203) 488-8394  
FAX: 315-3736

**General Requirements for Bidding  
and  
Instructions to Bidders**

**NOTICE**

Information provided in these specifications is ***CONFIDENTIAL*** and is to be used only for the purpose of preparing a proposal. It is further expected that each bidder will read these specifications with care, for failure to meet every one or a combination of specified conditions may invalidate the proposal.

The Town reserves the right to reject any or all bids or any portion thereof and to accept the bid deemed to be in the best interest of the Town of Branford.

Bidders are requested to submit quotations on the basis of these specifications. Alternate quotations will receive consideration providing such alternatives are clearly explained.

The information contained herein is believed to be accurate and is based upon the latest available information but is not to be considered in any way as a warranty.

Revised 5/2012  
Standard Form

**SECTION I - General Terms and Conditions**

**A. Compliance with Laws**

The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state and local governments, which may in any way affect the preparation or the performance of the contract.

**B. Timetable**

Price quoted must be valid for **90** days. Delivery and installation completion dates must be included in the bid proposal.

**C. Consideration of Proposals**

The Board of Selectmen, or a majority of them, reserve the right to select or reject alternate proposals; to waive informality in proposals; and to reject any and all bids, or accept such bid as shall in its judgement be to the best interest of the Town of Branford.

**D. Bid Bond *\*\*NOT REQUIRED\*\****

1. A certified check or bank draft made payable to the “Treasurer, Town of Branford”, or a satisfactory bid executed by the bidder and a surety company in an amount no less than five percent (5%) of the base bid, may be required with each proposal.
2. Checks or drafts will be returned to unsuccessful bidders within ten (10) business days of the bid award.

**E. Performance Bond *\*\*NOT REQUIRED\*\****

Successful bidders may be required to furnish a Performance and Payment Bond in the amount of 100% of the contract sum.

**F. Protection of Work and Property**

Successful bidders shall be responsible for protection of their equipment and materials against theft, damage or deterioration on the site.

**G. Competency of Bidders**

1. Bidders shall have had proven experience in the field of work.
2. Bidders shall submit with their bid a listing of recent work performed within the State of Connecticut of the size equal to or greater than the work being bid. **\*\*NOT REQUIRED\*\***

**H. Alternates**

1. Any alternates to specified materials or workmanship must be separately listed and described in detail.
2. Alternates will be considered in awarding the contract only if they provide, as a minimum requirement, all features contained in the specifications.
3. The Town of Branford reserves the sole right to determine through its agents the equality of alternate products and/or installation procedures.

**I. Bid Requirements**

1. Each bidder shall return two (2) copies of the proposal sheet entitled “Bid Proposal”. Each bid proposal must be signed by an authorized agent of the bidder.
2. Each bidder must complete and have notarized the “Non-Collusion Affidavit of Bidder” form. This form must accompany all bids being submitted.
3. Each bidder must be in good standing with the Town of Branford.
4. Successful bidders must obtain any required governmental approvals.

**J. Specifications – General**

The contract shall include all labor and materials, tools and equipment and services required for proper performance of the work as specified hereinafter and as may be required for proper completion of the work in accordance with the highest standards of the trades involved.

**K. Examination of Site**

Prior to submission of the bid, contractor shall visit the site, consult with the supervisor, and become thoroughly familiar with all conditions under which the work will be installed. The contractor will be responsible for any assumptions made regarding the site for the work to be performed.

**SECTION II - Insurance Requirements**

Bidder shall agree to maintain in force at all times during which services are to be performed the following coverages and shall name the Town of Branford as an Additional Insured on a primary and non-contributory basis to the Bidder’s Commercial General Liability and Automobile Liability policies. These requirements shall be clearly stated in the remarks section on the bidders Certificate of Insurance. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best’s Rating of A-. In addition, all Carriers are subject to approval by the Town of Branford.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
	-Include Waiver of Subrogation	
Auto Liability	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Workers’ Compensation and Employers’ Liability	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

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 periods 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 Branford prior to purchase order/contract issuance. Bidder agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy.

**Hold Harmless Requirements**

The contractor shall, at all times, indemnify and save harmless the Town of Branford, its officers, agents, and servants on account of any and all claims, damages, losses, litigation expense, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons affected by the contractor’s work, or by the contractor, any subcontractor, material, men or anyone directly or indirectly employed

by them or any one of them while engaged in the performance of this contract. The Town of Branford shall be named as an additional insured on said policy of public liability insurance to cover all claims against the Town arising out of said contract.