REQUEST FOR PROPOSAL
TBD
DEVELOPMENT OF AN AFFORDABLE HOUSING PLAN

Town of New Milford
10 Main Street
New Milford, CT 06776

RELEASE DATE: January 27, 2021
DEADLINE FOR QUESTIONS: February 22, 2021
RESPONSE DEADLINE: March 4, 2021, 3:30 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
https://secure.procurenow.com/portal/newmilford
Town of New Milford
REQUEST FOR PROPOSAL
Development of an Affordable Housing Plan

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Attachments:

A - Affordable Housing Plan and Process Guidebook, CTDOH
B - 2019 CERC Town Profile
1. NOTICE

1.1. Request for Proposal Notice

Development of an Affordable Housing Plan

The Town of New Milford is requesting proposals from qualified professional planning consultants for the development of an Affordable Housing Plan.

The proposal package is available through the Town’s e-Procurement Portal, ProcureNow, at https://secure.procurenow.com/portal/newmilford.

Proposals will be received through the portal until 3:30 pm, on Thursday, March 4, 2021. Proposals will then be opened in the E. Paul Martin Room by the Purchasing Authority at 3:30 pm. Late proposals will not be accepted through the ProcureNow system and will be considered informal and rejected. The Town reserves the right to reject any and all submissions.

Pete Bass, Mayor

An Equal Opportunity/Affirmative Action Employer
2. INTRODUCTION

2.1. Summary
The Town of New Milford (Town) is seeking the services of a qualified professional planning and consulting firm with professional experience in Connecticut General Statutes (CGS) and policies governing affordable housing in Connecticut. The project goal is to prepare an Affordable Housing Plan for the Town of New Milford in accordance with CGS 8-30j.

2.2. Background
New Milford is a community committed to preserving its rural, small-town character while also seeking new opportunities to evaluate the current state of affordable housing in Town and to prepare a plan to address the circumstances surrounding this issue. It seeks a balance in order to bring new economic activity to support existing businesses, strengthen the extraordinary appeal of the Town and actively move forward with appropriate residential development to support and maintain its aging population, retain and attract young adults and families, and support job growth and a healthy workforce.

Located in western Connecticut and considered the Gateway to Litchfield County, New Milford is, at 64.4 square miles, the largest municipality in Connecticut. More than half of the land is either developed or dedicated to a use. As a regional hub – to Litchfield and northern Fairfield counties and nearby New York state communities – New Milford provides numerous amenities including New Milford Hospital, retail and entertainment establishments, a food supply via local working farms, a vibrant downtown and jobs.

The population of the Town is approximately 27,500 residents. Housing is generally more affordable than that of communities to the south in Fairfield and Westchester counties. There are approximately 447 persons per square mile. The median age is 44. There are 10,274 households with a medium household income of $83,676.*

*Source: Connecticut Economic Research Center Town Profile 2019. A copy of the profile is attached in Section 8.

2.3. Contact Information

Valerie Douglass
Purchasing Specialist
10 Main Street
New Milford, CT 06776
Email: v douglass@newmilford.org
Phone: (860) 355-6060 Ext: 3

Department:
Planning
2.4. **Timeline**

The following represents an estimate of the schedule that shall be followed. The Town reserves the right at its sole discretion to adjust this schedule as it deems necessary.

**Release of RFP**

January 27, 2021

**Question Submission Deadline**

February 22, 2021, 5:00pm

**Question Response Deadline**

February 25, 2021, 5:00pm

**Deadline for Receipt of Proposals**

March 4, 2021, 3:30pm

**Opening of Proposals**

March 4, 2021, 3:30pm

**Contract Awarded by Town**

March 11, 2021

**Tentative Project Completion Date**

June 30, 2021
3. INSTRUCTION TO PROPOSERS

3.1. Submittal Requirements
All proposals must be received through the Town’s e-Procurement Portal, ProcureNow, by the Town no later than 3:30 pm on Thursday, March 4, 2021.

It is the sole responsibility of the supplier to ensure that its proposal is received within the required time period. The Town is not responsible for any errors or irregularities with the delivery method utilized for submittal of the Proposal. Any proposals received after the closing date and time will not be accepted in the ProcureNow system.

3.2. Inquiries
All questions related to this Proposal shall be submitted in writing through the ProcureNow Question/Answer Tab via the Town’s e-Procurement portal, no later than, Monday, February 22, 2021 by 5:00 pm. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the Town shall be the one stated in writing and posted in the Town’s e-Procurement Portal. All questions submitted and answers provided shall be electronically distributed to proposers following this solicitation on the Town’s e-Procurement Portal.

When asking questions, please be sure to enter each question separately.

No interpretation of the meaning of the specifications or other documents will be made to any proposer orally. Failure of any proposer to receive any such addenda or interpretation shall not relieve such proposer from any obligation under this proposal as submitted. All addenda so issued shall become part of the contract documents. No other communication with any employee or official of The Town is permitted.

3.3. Addenda
The Town reserves the right to revise any part of this RFP by issuing an addendum at any time prior to the submittal deadline. Addenda notifications will be emailed to all persons on record as following this RFP. The Town reserves the right to accept or reject, in whole or part, all proposals submitted and/or to cancel this announcement if any such action is determined to be in the Town’s best interest. All materials submitted in response to this RFP become property of the Town.

3.4. Withdrawal of Proposal
Any bidder may withdraw its proposal through the Town’s e-Procurement Portal, the responding firm may “unsubmit” their proposal in ProcureNow. After withdrawing a previously submitted proposal, the responding firm may submit another proposal at any time up to the deadline for submitting proposals. Each proposal shall be considered binding and in effect for a period of ninety (90) days after the closing date.
3.5. **Pre-Proposal Conference**

A pre-proposal conference is not a requirement of this RFP.
4. **SCOPE OF WORK**

4.1. **Project Description**

This RFP is for the preparation of an Affordable Housing Plan that meets the needs of the Town of New Milford and complies with CGS 8-30j. The purpose and intent of the plan is to evaluate the current state of affordable housing in town and to prepare a plan to address the circumstances surrounding this issue. The selected consultant should also recommend specific implementation measures such as policy changes or regulations revisions to address the issues identified by the plan.

4.2. **Scope of Services**

The anticipated Scope of Services is generally described below; however, respondent proposals will be evaluated to determine the best possible work program that will result in meeting the needs of the Town in addition to attaining compliance with the statutory requirements and best practice recommendations identified by the State Department of Housing.

4.3. **Initial Meeting & Data Collection**

Consultant shall conduct an initial meeting with the Town to review project goals, expectations and schedule.

Consultant shall make themselves familiar with, and review, relevant Town regulations and Planning documents. The review should include an analysis of regulatory and non-regulatory constraints on the development of affordable housing in New Milford and options the Town may wish to consider to mitigate identified constraints.

4.4. **Community Analysis**

The Town seeks preliminary evaluation (based on existing available information and resources) of Town demographics, estimates of current unmet or future housing needs and demands, and an evaluation of areas within the community that may be able to support a variety of housing densities. This would include evaluating: zoning, size and existing use(s), areas of infrastructure, infrastructure capacity, neighborhood compatibility and character concerns, site conditions, site development, development constraints, utilities, sewage handling, storm water and natural resources, among others.

4.5. **Housing Analysis and Needs Assessment**

A housing needs assessment shall be provided in accordance with the Affordable Housing Plan and Process Guidebook, prepared by RPA and the CT Department of Housing, December 2020. A copy of the guidebook is attached in Section 8.

4.6. **Strategies**

Consultant should identify strategies the Town could follow to address future housing needs and provisions of Section 8-30g in ways that are consistent with the “look and feel” of the Town and the goals articulated in the Town’s Plan of Conservation and Development. Strategies shall offer forward-thinking, feasible approaches to stimulate the town’s growth of affordable housing. Strategies may
include policy or regulatory changes, community partnership opportunities, etc. Strategies shall also address next steps and responsible parties to implement action steps.

4.7. **Community Education and Outreach**

Due to continuing efforts to slow the spread of the COVID-19 virus, having traditional in-person community engagement sessions may not be possible. Accordingly, the consultant will be expected to develop and implement a community education and outreach plan that includes:

1. Strategies for soliciting and responding to community input from the general public and key stakeholders early in the planning process to better understand the opportunities and concerns.
2. Creation of web content to provide information on the project to the public for its duration, including educational materials.

4.8. **Plan Development**

The Consultant shall develop an Affordable Housing Plan that meets the needs of the Town and complies with CGS 8-30j. The Plan shall be consistent with the Affordable Housing Plan and Process Guidebook by RPA and CT Department of Housing, December 2020 and include:

1. Housing Needs and Land Use Assessments and a summary of existing conditions, opportunities and impediments to affordable housing.
2. Recommended goals to provide additional housing opportunities
3. Recommended strategies to accomplish the goals and
4. Recommended implementation measures to successfully implement the strategies.

4.9. **Final Plan Presentation**

The consultant will present the Affordable Housing Plan at a public meeting/hearing as required by CGS 8-30j.
5. FORMAT AND CONTENT

5.1. Format
Proposals must be arranged so as to be directly and organizationally responsive to this RFP. Further, page size shall be 8-1/2” x 11”.

5.2. Title Page and Cover Letter
Include the name of the firm, telephone numbers and email addresses of the primary contact persons, the date and other relevant company information.

5.3. Sub-consultants
Include a list and contact information for any of the proposed sub-consultants and the work they will perform.

5.4. Experience, Examples and References
Describe your firm’s experience in the required areas of expertise, and its ability to provide the needed services for the Town. Include examples for which your firm has supplied the same or similar services. Provide up to three experience summaries.

Proposals, at a minimum, shall outline the following:

1. Overview of qualifications and/or general firm information
2. List years in business and number of employees
3. Brief overview of involvement with projects similar in nature and scope. References for projects similar in nature to this proposal. The references must include contact name, company name, brief description of the project, telephone number and date that the work was performed.

5.5. Scope and Approach
State the services your firm/team is proposing to provide. Describe the process and timeline that would be utilized to complete the project for the items listed under Scope of Services and Deliverables. Please indicate the number of calendar days to complete this project following issuance of Notice to Proceed.

5.6. Cost
The project is funded by a grant received by the CT Department of Housing. The maximum fee for this project is $15,000 and may not be exceeded. If the selected consultant is unable to complete the project with the amount allocated, the Town may select another consultant.
5.7. **Town Support**

A description of anticipated type and level of support the consultant will require from the Town such as staff support, required meeting space, materials, etc.

5.8. **Staffing**

Each proposal shall indicate the company’s capability for staffing this project. The Proposals shall identify and provide resumes of the consultant’s project manager and key project team members, and for additional members that may be involved in the project in the event of staff availability. The Proposals shall identify who is directly responsible for project management.

5.9. **Other Requirements**

Proposals must also include the following. Please provide responses to each of the following on a separate document. Clearly label each response using the letters below. Begin each response by repeating the question.

a) Additional information or documentation that may be useful and applicable to this project.

b) Rates for any additional work the consultant recommends beyond the original scope of services contained in this RFP should be submitted as a formal proposal. The proposal should detail the requirements and the deliverables as well as a capped cost.

c) Information concerning any suits filed, judgments entered or claims made against the consultant during the last five years or any declaration of default or termination for cause against the consultant with respect to such services. In addition, state whether during the past five years the consultant has been suspended from bidding or entering into any government contract. Provide all necessary details on any felony convictions of any officer or director of the consultant. If information related to the above is discovered by the Town and not disclosed during the RFP process, consultant may be discharged immediately even after a contract has been awarded with no penalty to the Town.

d) Consultant must provide their confidentiality policy.
6. **TERMS AND CONDITIONS**

6.1. **Term of Contract**

Based upon the outcome of this process, The Town will award a six (6) month contract with the option for additional time at the sole discretion of the Town.

6.2. **Duration of Offer**

Proposals must be valid for ninety days.

6.3. **Late Proposals**

Proposals or unsolicited amendments to proposals arriving after the date/time due will be rejected as not meeting the mandatory requirements of this RFP.

6.4. **Award of Contract/Acceptance of Proposal**

The contents of the RFP and the Bidder’s proposal, as submitted and/or modified, shall become contractual obligations to be executed by the authorized contracting agents of both parties. The terms and conditions including a proposed payment schedule will be negotiated between the Town and the selected consultant.

6.5. **Insurance Required**

During the term of the services provided as part of this RFP, the successful bidder must procure and maintain insurances as outlined below:

The consultant shall secure, pay for and maintain such insurance as will protect it from claims under Workers’ Compensation Acts, claims for damages because of bodily injury, including but not limited to claims for personal injury, sickness or disease or death of any person as a result of the nature of its work under the terms of the Agreement between the parties, and from all claims for damages because of injury to or of destruction of property, including but not limited to loss of use resulting there from which may arise out of any of the services provided pursuant to the Agreement between the parties.

1. The consultant shall provide a certificate of insurance evidencing the following required minimum coverages:
   - General Liability per occurrence $1,000,000
   - Personal Injury $1,000,000
   - Aggregate $2,000,000
   - Professional liability $1,000,000
   - Fire Damage (Any One Fire) $ 50,000
   - Medical Expense (Any One Person) $ 5,000
   An error and omissions protection provision shall be provided.

The insurer shall waive all rights of subrogation on all applicable policies against the Town of New Milford, the New Milford BOE, its officers, employees and volunteers arising from all contracts, agreements and work performed by the Contractor for the Town of New Milford.
2. Automotive Liability, including owned, hired and non-owned vehicles. Limits of insurance shall be combined single limit bodily injury and property damage: $1,000,000

3. Statutory Worker’s Compensation and Employer’s Liability.
   - Each Accident $ 100,000
   - Disease – each employee $ 100,000
   - Disease policy limit $ 500,000
   - Or in accordance with the requirements of the State, whichever is greater.

4. Umbrella /Excess $ 2,000,000

5. The Town of New Milford, CT its officers, agents, employees, and volunteers MUST be named as “Additional Insured” with reference to this project on a primary and non-contributory basis on applicable policies.

6. The selected consultant shall indemnify and hold the Town of New Milford harmless from and against all claims to the fullest extent permitted by law.

7. Consultant is an independent contractor. No employment relationship exists between the parties.

8. The insurer shall waive all rights of subrogation against the Town of New Milford, its officers, employees and volunteers arising from work performed by the Consultant for the Town of New Milford.

9. If any insurance required herein is to be issued or renewed on a “claims made” form as opposed to an “occurrence” form, the retroactive date for coverage shall be no later than the commencement date of the Agreement between the parties and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (“Tail Coverage”) shall be available for at least sixty (60) months. The insurance requirements of this Agreement are an integral element of the Agreement. Any defect in the insurance required in the Agreement may result in termination of this Agreement, at the sole option of the Town.

6.6. **Town's Rights**

The Purchasing Authority reserves the right to reject any and all bids. In addition to the bid specifications, all bids are subject to the terms, provisions and conditions of the New Milford “Municipal Purchases” Ordinance, set forth in article III, Section 2-92 (a) through (o) inclusive, of the Code of New Milford. By bidding on the proposed purchase, the bidder agrees to such terms, provisions and conditions.

6.7. **Review Rights**

Proposals submitted may be reviewed and evaluated by any person(s) considered necessary to the decision making process at the discretion of The Town of New Milford.
6.8. **Consultant’s Proposal Preparation Costs**

Costs for developing proposals are entirely the responsibility of the bidder and will under no circumstances be transferred to The Town of New Milford or any other affiliated organization.

6.9. **Public Release of Information**

News releases, articles, brochures, advertisements, prepared speeches, and other information releases concerning this RFP, or any subsequent contract or activity related thereto, may not be made without the prior written approval of the Town of New Milford.

6.10. **Special Note**

Each responding consultant is advised to read and respond to this RFP carefully. Your response and submittal shall be considered your opportunity to describe your firm’s methods, techniques, process, and plan to fulfill the project requirements. While pricing will be considered in the award of this contract so will responses that fully explain solutions and innovative techniques to successfully accomplish the tasks as described. Any and all exceptions to an item in this specification MUST be duly noted and explained in the response. Failure to make exception to any item shall be considered as both the ability and the intention to fully comply with that item at the quoted price.

6.11. **Contingencies**

Consultants, before submitting their proposals, should make a careful examination of the scope of the work to be done and of the difficulties involved in its proper execution; to include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the delivery of the proposed conceptual plan, report and cost estimate, notwithstanding that every item or contingency is not specifically mentioned herein.

6.12. **Permits and Codes**

The selected consultant will comply with all laws, codes, rules and regulations of the State, County and Town applicable to the work to be performed at the Town of New Milford premise. Any permits lawfully required shall be obtained by the consultant, who shall pay all lawful charges.

6.13. **Civil Rights Compliance**


6.14. **Deliverables**

The Town would expect, at a minimum, the following:

1. Ten (10) bound, color copies of the completed study
2. Graphics and other illustrations for the presentation of the final plan
3. One (1) electronic version of the full study, in color, in PDF format
6.15. **Availability of Funds**

A contract shall be considered executory only to the extent of appropriation available for the completion of the study. The Town’s extended obligation on this contract that may, or may not, require extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal years. Any contract let for more than one fiscal period is also contingent upon performance of the vendor meeting the specifications. If, in the determination of the Town, a vendor is not meeting the requirement of the specifications the Town may terminate the contract with 30 days written notice to the vendor. This can occur at any time during the contract period.

6.16. **Evaluation Criteria**

The Town will evaluate proposals and make a decision for award based on, but not limited to, the following criteria. It is within the Town’s sole discretion to determine the value assigned to each of these criteria.

1. Professional qualifications and experience of the Project Manager and key project personnel as based on the submitted proposal and knowledge of the consultant.

2. Demonstration of commitment and availability of key principals, senior-level staff or associates to be assigned to this Project to ensure depth, accountability, and diversity of perspective.

3. Demonstrated relevant experience and technical competence with comparable projects.

4. Completeness of proposal and evidence of the Consultant’s comprehension of the needs of the Town as demonstrated by the description and quality of its proposed approach, data, methods, tasks, deliverables, and costs in its response to this Request for Proposals.

5. Ability to meet project work schedule.

6. Fee proposal and total cost.

7. References feedback record of quality and performance of past services for previous clients receiving similar services to those proposed in this RFP.

8. Creativity and Innovation

Other criteria may be considered and evaluated by the Town if it is determined to be in the best interest of the Town and the success of the Project to do so.

A panel interview of the Consultants may take place prior to selection. Depending on the number of submittals, the Town may select a short list of consultants to be interviewed.

The selection of a Consultant is within the Town’s sole discretion and no reasons for rejection or acceptance of a proposal are required to be given. The Town reserves the right to reject any or all proposals or to accept a proposal that does not conform to the terms set forth herein. The Town further reserves the right to waive or modify minor irregularities in the proposals and negotiate with Consultants to serve the Town’s best interest.

Upon completion of the review, the Committee will make its recommendations within 30 days.
7. VENDOR QUESTIONNAIRE

7.1. Consultant Agreement*

The consultant has read, understands, and agrees to meet or exceed the Scope of Work for a capped fee listed within and agrees to meet the requirements contained in this Request for Proposals. By submitting a response to this proposal, all responses will be binding in any agreement entered in the future and the response may be considered an addendum to any future agreement. The consultant submits this proposal in good faith and without collusion with any other person, individual or consultant.

☐ Please confirm

*Response required

7.2. Indemnification, Acknowledgement & Agreement *

BID: Development of an Affordable Housing Plan

BID OPENING: Thursday, March 4, 2021

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the Town of New Milford, and agents and employees of said Town from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss or use resulting therefrom, but only to the extent caused in whole or in part by acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to the Town of New Milford. In claims against any person or entity indemnified under this paragraph by an employee of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the contractor or a subcontractor under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefit acts.

Contractor acknowledge and understands that the Town of New Milford has adopted as its policy, the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142, as those statutes may be amended from time to time. Contractor further agrees to comply with such mandates.

☐ Please confirm

*Response required
7.3. **Insurance Requirements**

Please upload proof of your insurance here. A Certificate of Insurance naming the Town as additional insured will be required from the successful bidder within ten (10) calendar days.

*Response required

7.4. **Other Documentation**

Please provide any additional documentation that would pertain to this project here. For example: Licenses, certifications, etc.

7.5. **Proposal Documents without Cost Proposal**

Please upload your COMPLETE Proposal here. Upload fee proposal separately in the next step.

*Response required

7.6. **Cost Proposal**

By submitting a response to this RFP, the bidder acknowledges that a Cost Proposal for Professional Services must be submitted via the City's e-Procurement Portal and will be uploaded separately from the remainder of the response.

*Response required