

REQUEST FOR PROPOSALS
“CDBG Consultant”
Bid # 12-15-16-04

**General Grant Coordination and Management and Project Management
Community Development Block Grant**

INTRODUCTION

The City of Danbury is inviting the submission of proposals from qualified individuals or firms to provide General Grant Coordination and Management and Project Management Services for Community Development Block Grant funding. The City currently receives approximately \$650,000 - \$700,000 in CDBG funding. The City will receive proposals from Proposers having specific experience and qualifications in the area identified in this invitation. For consideration, proposals for this project must contain evidence of the Proposer’s experience and abilities in the specified area and other disciplines directly related to the proposed program and identified tasks.

QUALIFICATIONS

The Proposer must show to the complete satisfaction of the City that it has the necessary facilities, ability, and financial resources to provide the services specified herein in a satisfactory manner. The Proposer should also give a past history and references in order to satisfy the City in regard to the Proposer’s qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any offer if the evidence submitted by, or investigation of, the Proposer fails to satisfy The City that the Proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein.

Evaluation of the Proposer’s qualifications shall include:

- A. The ability, capacity, skill, financial and other necessary resources to perform the work or provide the service required;
- B. The ability to perform the work or provide the service promptly or within the time specified, without delay or interference;
- C. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer, and;
- D. The quality of performance of previous contracts or services.

*Respondents must provide a listing of the personnel to be assigned to the project, including organizational structure and each person’s area of responsibility. Resumes for each professional assigned to this project are also required. Responders must have sufficient and qualified staff immediately available to contract solicitations and to enter into and manage any components targeted by the RFP.

GENERAL REQUIREMENTS

- A. General Statement: The City of Danbury requests proposals for services of providing Grant Coordination and Management and Program Delivery Services for all activities related to its CDBG Program for the project period.

- B. Specifically, the City requests the following services to be provided:
 1. Action Plan and program development and support including Action Plan amendments.
 2. Establishment of program processes, timelines, goals, metrics and deliverables.
 3. Document control and management.
 4. Policy development and Review.
 5. Program and financial compliance requirements and local financial procedural support.
 6. Support of communications strategy.
 7. Development of monitoring plans and execution of said plans.
 8. Manage program operations for all CDBG programs.
 9. All allowable reporting required in the IDIS System or its equivalent.
 10. Training/Outreach support for grant subrecipients, partners, and City staff.
 11. Other support and consulting functions as outlined in the following detailed Scope of Work.
 12. The City anticipates the firm/individual will use current and future CDBG plans to make recommendations for use of funds to the City. The City further anticipates that the firm/individual will be aware of and be the lead entity on all aspects of projects approved for funding by the City using CDBG funds.
 13. The City reserves the right to select a firm/individual to provide any or all of these tasks and the City may choose to select additional tasks for the firms/individuals selected using this same RFP.

DETAILED SCOPE OF WORK

I. CDBG Administration and Compliance Management

- Responsibility for overall management and coordination of the City's HUD funded CDBG Program for the contract period.
- a) Prepare and coordinate the preparation and submission of the City's Annual Action Plan to HUD, including coordination and responsibility for the AAP development process, public outreach review and eligibility of proposed projects, development and management of the Citizen Participation Plan, subrecipient monitoring, DBRA and other tasks required pursuant to 24 CFR Part 91.
- b) Prepare and maintain the City's Consolidated Plan during the contract period including citizen participation compliance, major amendments, revisions or changes and IDIS input as required.
- c) Responsibility for all IDIS entry and set-up for activities in each AAP year and for changes, revisions, amendments during the year, including activity updates.
- d) Prepare and coordinate submission of C.A.P.E.R. annually to meet HUD requirements subject to City's review and approval.
- e) Establish and input IDIS project activities after HUD approval of the ConPlan/Annual Action Plan.
- f) Prepare subrecipient Agreements for approved activities as may be required and provide the City with executed copies.
- g) Complete an ERR for all activities pursuant to 24 CFR Part 58 and provide each to the City for final review and approval. Establish publication dates and draft notices as required and coordinate publication and submission to HUD for Release of Funds.
- h) Periodic monitoring of subrecipients and funded City agencies to establish program compliance performance of Program goals and objectives.
- i) Hold an annual subrecipient work-shop for new/existing subrecipients to review CDBG compliance and reporting requirements.
- j) Development of a plan for transitioning to the new AFFH process
- k) Provide general advice and guidance on CDBG issues/matters to the City during the contract period.

II. Additional Compliance Responsibilities

- Provide additional services to include work related to labor compliance for other projects or programs as authorized by the City
- Scope of work shall include the review of the certified payroll reports (CPR's):
 - a) Obtaining "original" CPR's on a weekly basis from the general contractors, subcontractors and any 3-tier subcontractors (if applicable).
 - b) Review daily construction logs from each general contractor to ensure all subcontractors and trades have been reported/listed on the CPR's.
 - c) Reviewing all CPR's for completeness , i.e., employee name, address, trade, trade license, hours worked, base rate paid, fringe benefits as well as other allowable and required deductions.
 - d) Review wages reported as paid to each employee against the applicable State of CT DOL prevailing wage rate decision checking for math errors and wage underpayments.
 - e) Review the Statement of Compliance form (attached to each CPR) for completeness and accuracy.
 - f) Review expiration dates of workers compensation information listed on each CPR and notify City if expired.
 - g) Review apprentice certification forms and 1-1 work ratios on CPR's as needed.
 - h) Conduct periodic on-site employee interviews and review those interviews against CPR's received for any wage rate discrepancies.
 - i) Review OSHA-10 certification cards on all employees listed on CPR's and notify the City if expired.
 - j) Communicate directly with the general contractors in writing on an ongoing basis regarding any discrepancies, employee underpayments or errors on their CPR's as well as all subcontractor CPR's and work with them to resolve all compliance issues.
- Monitor compliance with State set-aside requirements for State funded projects over \$50,000.
- Assist the City with compliance and monitoring of projects requiring compliance under Public Act 15-15 for Set Aside requirements of Municipal Public Work projects.

The compliance review will be limited to only the above issues as the City will be responsible for any/all other inspections and documentation required on these projects.

TERM

The initial term will be from March 1, 2016 through October 31, 2018. It is expected that the firm/individual selected would work with a separate vendor in the preparation of the 2018-2023 Consolidated Plan.

SELECTION CRITERIA

Criteria for evaluation will include:

- Experience of the firm and/or individuals assigned
- Cost
- Capacity to perform the services within the established timeframe
- References

SUBMISSION REQUIREMENTS

Interested firms or individuals are requested to submit four (4) copies of their proposal to the Office of the Purchasing Agent, 155 Deer Hill Avenue, Danbury, CT 06810, during normal office hours by no later than 2:00 P.M. on Thursday, January 28, 2016.

Envelopes should be marked: Bid #12-15-16-04 "Proposals – CDBG Consultant"

A consultant, firm, or combination thereof wishing to submit a proposal must include the following in their response:

- A brief history of the proposing entity, including general background, knowledge of housing, and experience working with relevant agencies.
- Resumes of the personnel assigned to the project.
- A statement substantiating the resources of the proposing entity and the ability to carry out the scope of work requested within the proposed timeline.
- Proposed fee structure, including billing rates, hourly rates, reimbursable expenses, etc.
- References including contact information for at least three organizations.
- At least one (1) example of work.
- A statement of conflicts (if any) the proposing entity or key employees may have regarding these services. The statement should include conflicts, as well as any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interests are identified, please state so.

NOTES

1. The firm/individual selected must meet all City, State and Federal Affirmative Action and Equal Employment Opportunity Practices. Proposals for specific architectural and/or engineering services related to program activities are not being solicited at this time.
2. The selected firm/individual may be required to execute the attached "Professional Services Agreement".
3. Direct any questions to Mr. Charles Volpe, Purchasing Agent, by email c.volpe@danbury-ct.gov, or fax to 203-796-1527.
4. The City of Danbury is an equal opportunity and affirmative action purchaser, and bids from all vendors including those from enterprises owned by minorities and women are encouraged.
5. The City of Danbury reserves the right to reject any or all proposals and to award the contract to the firm(s) deemed to be in the best interest of the City.

CONSULTANT SERVICES:

THIS AGREEMENT is made this ____ day of _____, 2016 between the CITY OF DANBURY, a municipal corporation, located in Fairfield County and organized and existing under the laws of the State of Connecticut, acting herein by Mark D. Boughton, its Mayor, hereunto duly authorized, (hereinafter referred to as the "CITY") and _____, of _____ (hereinafter referred to as "PROVIDER"),

WHEREAS, the CITY has need of professional services commencing _____ 2016; and

WHEREAS, the CITY wishes to establish the terms and conditions under which it will make use of said services for the purpose authorized thereby to accomplish goals and further projects intended.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto do agree as follows:

1. Payment. The CITY shall pay to PROVIDER as outlined on the attached *Proposal for Services* marked as Schedule A.

2. Services. PROVIDER shall provide these services set forth in Schedule A as authorized pursuant to Schedule B (BOA minutes), both attached hereto and made a part hereof.

3. Hold Harmless. Each party agrees that it shall protect, indemnify and hold the other harmless in all legal actions and from and against all claims or loss to persons or property to which the other may be subjected by reason of breach of contract, tortious act, or omission on the part of such party or any of its officers, agents or employees in connection with the conduct and performance of obligations imposed by this Agreement.

4. Insurance. The PROVIDER shall take out and maintain during the life of the contract, General & Professional liability insurance standard to the industry and as approved by the City Risk Manager.

5. Compliance with Laws. Each party warrants that it has complied and shall continue to comply with all pertinent provisions of local, state and federal laws, regulations and policies in connection with its programs, projects and undertakings related to this Agreement. Any noncompliance with said laws, regulations and policies shall be deemed a breach of this Agreement.

6. Assignment. The rights and duties of the PROVIDER hereunder shall not be assigned or transferred in any way without the written consent of the CITY.

7. Unlawful Provisions Deemed Stricken. Any provision of this Agreement found to be unlawful by a court of law, designated finder of fact or by agreement of both parties, shall be deemed stricken from this Agreement and shall be of no further force or effect. Any unlawful provision shall be considered stricken without affecting the binding force of the remainder of the Agreement.

8. Notices. All notices or other correspondence required or permitted hereunder shall be effective if made in writing and addressed as follows:

a. As to the CITY:

City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

b. As to the PROVIDER:

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

Signed, sealed and delivered
in the presence of:

THE CITY OF DANBURY

By: _____

Mark D. Boughton
Its Mayor

By: _____
, PROVIDER
