

## PROCUREMENT NOTICE

### Homeless Prevention and Response Fund Administrator Request for Proposals

The State of Connecticut, Department of Housing (DOH), is seeking proposals from eligible organizations to administer the State funded Homeless Prevention and Response Fund (HPRF) on behalf of DOH. The goal of HPRF is to provide capital funding to eligible property owners to make needed repairs to or provide operating subsidies for existing but as yet uninhabited units and in return for this funding the property owners will rent these units to individuals that are homeless in connection with DOH's rapid rehousing or supportive housing program. The administrator will assist DOH in marketing the program, contracting with participating property owners, coordinating with the Coordinated Access Networks and homeless service providers, financially managing the program and monitoring for program compliance.

The HPRF is a statewide initiative designed to assist individuals and families as they transition from homelessness and into housing through housing supports and strategies with the ultimate goal of housing stability.

This RFP is available in electronic format on the State Contracting Portal at

<http://das.ct.gov/cr1.aspx?page=12> or from DOH's Official Contact:

Name: Steve DiLella, Director, Individual and Family Support Programs, Department of Housing  
Address: 505 Hudson Street, Hartford, CT 06106  
Phone: 860-270-8081  
E-Mail: [Steve.DiLella@ct.gov](mailto:Steve.DiLella@ct.gov)

The RFP is also available on DOH's website at <http://www.ct.gov/doh/>

A printed copy of the RFP can be obtained from the Official Contact upon request. Deadline for submission of proposals is Tuesday, March 15, 2016 at 3:00 p.m. Eastern Time.

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## I. GENERAL INFORMATION

### ■ A. INTRODUCTION

1. **RFP Name. Homeless Prevention and Response Fund Administrator**
2. **Summary.** DOH is seeking proposals from eligible organizations to administer the State funded Homeless Prevention and Response Fund (HPRF) on behalf of DOH. The goal of HPRF is to provide capital funding to eligible property owners to make needed repairs to or provide operating subsidies for existing but as yet uninhabited units and in return for this funding the property owners will rent these units to individuals that are homeless in connection with DOH's rapid rehousing or supportive housing program. The administrator will assist DOH in marketing the program, contracting with participating property owners, coordinating with the Coordinated Access Networks and homeless service providers, financially managing the program and monitoring for program compliance.
3. **Synopsis.** The HPRF is a statewide initiative designed to assist individuals and families as they transition from homelessness and into housing through housing supports and strategies with the ultimate goal of housing stability.

### ■ B. ABBREVIATIONS / ACRONYMS / DEFINITIONS

|                             |   |
|-----------------------------|---|
| BFO                         | Best and Final Offer  |
| CAN                         | Coordinated Access Network  |
| CFDA                        | Catalog of Federal Domestic Assistance  |
| C.G.S.                      | Connecticut General Statutes  |
| CHRO                        | Commission on Human Rights and Opportunities (CT)   |
| Contractor                  | An organization or partnership with principal place of business in Connecticut that enters into a contract with DOH as a result of this RFP   |
| Community Partner           | An individual (other than an employee of the Contractor) or entity hired by the Contractor to provide, directly to program participants, specific health or human services as part of a contract with DOH as a result of this RFP, and who will <b>not</b> be paid with contract funds to provide such services   |
| CT                          | Connecticut   |
| DAS                         | Department of Administrative Services (CT)  |
| DOH                         | Department of Housing (CT)  |
| DUNS                        | Data Universal Numbering System   |
| FOIA                        | Freedom of Information Act (CT)   |
| Household                   | All persons residing within the same dwelling unit  |
| HUD                         | Department of Housing & Urban Development (U.S.)  |
| IRS                         | Internal Revenue Service (U.S.)   |
| Literally homeless          | Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) Has a primary nighttime residence that is a public or private place not meant for human habitation; (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements; <u>or</u> (iii) Is exiting an institution where (s)he has resided for 90 days or less <u>and</u> who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution |
| LOI                         | Letter of Intent  |
| Long-term rental assistance | Rental assistance that is for more than 12 months of rent   |

|                               |   |
|-------------------------------|---|
| Medium-term rental assistance | Rental assistance limited to 4 - 12 months of rent  |
| MOU                           | Memorandum of Understanding   |
| OAG                           | Office of the Attorney General (CT)   |
| OPM                           | Office of Policy and Management (CT)  |
| OSC                           | Office of the State Comptroller (CT)  |
| P.A.                          | Public Act (CT)   |
| PSA                           | Personal Service Agreement  |
| Program Participant           | Any tenant enrolled in or being referred to be enrolled in the HPRF   |
| Prospective Respondent        | An organization or partnership with principal place of business in Connecticut that may submit a proposal to DOH in response to this RFP, but has not yet done so   |
| RAP                           | DOH's <a href="#">Rental Assistance Program</a>   |
| Respondent                    | An organization or partnership with principal place of business in Connecticut that has submitted a proposal to DOH in response to this RFP   |
| RFP                           | Request for Proposals   |
| SDGP                          | DOH's <a href="#">Security Deposit Guarantee Program</a>  |
| Section 8                     | DOH's <a href="#">Section 8 Housing Choice Voucher Program</a>  |
| SEEC                          | State Elections Enforcement Commission (CT)   |
| Short-term rental assistance  | Assistance limited to less than 4 months of rent  |
| Subcontractor                 | An individual (other than an employee of the Contractor) or business entity hired by the Contractor to provide services as part of a contract with DOH as a result of this RFP, and who will be paid with contract funds to provide such services, but does not meet the definition of a Community Partner. |
| U.S.                          | United States   |
| VI/SPDAT                      | Vulnerability Index/Services Prioritization Assistance Tool   |
|                               |   |

## ■ C. INSTRUCTIONS

1. **Official Contact.** DOH has designated the individual below as the Official Contact for purposes of this RFP. The Official Contact is the **only authorized contact** for this procurement and, as such, handles all related communications on behalf of DOH. Respondents, Prospective Respondents, and other interested parties are advised that any communication with any other DOH employee(s) (including appointed officials) or personnel under contract to DOH about this RFP is strictly prohibited. Respondents or Prospective Respondents who violate this instruction may risk disqualification from further consideration.

Name: Steve DiLella, Director, Individual and Family Support Programs, Department of Housing  
Address: 505 Hudson Street, Hartford, CT 06106  
Phone: 860-270-8081  
E-Mail: [Steve.DiLella@ct.gov](mailto:Steve.DiLella@ct.gov)

Please ensure that e-mail screening software (if used) recognizes and accepts e-mails from the Official Contact.

2. **RFP Information.** The RFP, addenda to the RFP, and other information associated with this procurement are available in electronic format from the Official Contact or from the Internet at the following locations:

- Department's Web Page  
<http://www.ct.gov/doh/>
- State Contracting Portal  
<http://das.ct.gov/>

It is strongly recommended that any Respondent or Prospective Respondent interested in this procurement subscribe to receive e-mail alerts from the State Contracting Portal. Subscribers will receive a daily e-mail announcing procurements and addenda that are posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFP.

Printed copies of all documents are also available from the Official Contact upon request.

- 3. Contract Offers.** The offer of the right to negotiate a contract pursuant to this RFP is dependent upon the availability of funding to DOH. DOH anticipates the following:

Total Funding Available: up to \$1,500,000 for the term of the contract

Number of Contracts: one

Catchment Areas: statewide

- 4. Eligibility.** Eligible Respondents are organizations or partnerships with principal place of business in Connecticut. DOH encourages partnerships between organizations that have experience in administering loan programs, working with the CAN's, and/or performing tasks similar to those required of this RFP. Individuals are ineligible to participate in this procurement.
- 5. Minimum Qualifications of Respondents.** To be considered for the right to negotiate a contract, a Respondent must have the following minimum qualifications:
- a. A minimum of two (2) years demonstrated experience administering loan programs;
  - b. A minimum of two (2) years demonstrated experience marketing, evaluating and monitoring programs targeted at private property owners in the State of Connecticut.
  - c. Experience collaborating with the State's 8 CAN's.

DOH reserves the right to reject the submission of any Respondent in default of any current or prior contract with DOH or another state agency.

- 6. Procurement Schedule.** See below. Dates after the due date for proposals ("Proposals Due") are target dates only (\*). DOH may amend the schedule, as needed. Any change will be made by means of an addendum to this RFP and will be posted on the State Contracting Portal and DOH's RFP Web Page.

- RFP Released: January 26, 2016
- Deadline for Questions: February 23, 2016, 4:00 p.m. Eastern Time
- Answers Released: March 1, 2016
- Proposals Due: March 15, 2016 3:00 p.m. Eastern Time
- (\*) Start of Contract: June 1, 2016

7. **Letter of Intent.** A Letter of Intent (LOI) is not required by this RFP.
8. **Inquiry Procedures.** All questions regarding this RFP or DOH's procurement process must be directed, in writing, to the Official Contact before the deadline specified in the Procurement Schedule. The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither in person nor over the telephone. All questions determined by DOH to be material to this procurement and received before the deadline will be answered. At its discretion, DOH may or may not respond to questions received after the deadline. DOH may combine similar questions and give only one answer. All questions and answers will be compiled into a written amendment to this RFP. If in DOH's determination any answer to any question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the amendment and duly noted as such. DOH will release the answers to the questions on or before the date(s) established in the Procurement Schedule. DOH will publish any and all amendments to this RFP on the State Contracting Portal and on DOH's Web Page.
9. **Proposal Due Date and Time.** The Official Contact is the **only authorized recipient** of proposals submitted in response to this RFP. Proposals must be received by the Official Contact on or before the due date and time:
- Due Date: March 15, 2016
  - Time: 3:00 p.m. Eastern Time

Faxed or e-mailed proposals will not be evaluated. DOH will not accept a postmark date as the basis for meeting the submission due date and time. Proposers should not interpret or otherwise construe receipt of a proposal after the due date and time as acceptance of the proposal, since the actual receipt of the proposal is a clerical function. When hand-delivering proposals, proposers should allow extra time due to building security procedures. Proposals received after the due date and time may be accepted by DOH as a clerical function, but late proposals will not be evaluated. At the discretion of DOH, late proposals may be destroyed or retained for pick-up by the submitters.

Proposals shall not be considered received by DOH until they are in the hands of the Official Contact or another representative of DOH.

An acceptable submission must include the following:

- one (1) original proposal;
- Five (5) conforming electronic copies. Compact Disks and/or flash drives clearly labeled with the Legal name of the Respondent and the RFP Name: **Homeless Prevention and Response Fund Administrator RFP**

The original proposal must carry original signatures and be clearly marked on the cover as "Original." Unsigned proposals will not be evaluated. The original proposal and each conforming copy of the proposal must be complete, properly formatted and outlined, and ready for evaluation by the Evaluation Team. **The electronic copies of the proposal must be compatible with Microsoft Office Word 2010 except for the Budget, which may be compatible with Microsoft Office Excel 2010.** For the electronic copies, required Appendices and Forms identified in Section G may be scanned and submitted in Portable Document Format (PDF) or similar file format.

10. **Multiple Proposals.** The submission of multiple proposals by the same Respondent is not an option with this procurement.

**11. Declaration of Confidential Information.** Respondents are advised that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations, and interpretations resulting from them. If a Respondent deems that certain information required by this RFP is confidential, the Respondent must label such information as CONFIDENTIAL. In Section C of the proposal submission, the Respondent must reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the Respondent must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the Respondent that would result if the identified information were to be released; and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b). All determinations regarding the applicability of FOIA to applicant materials submitted in connection with this RFP are at the discretion of DOH.

**12. Conflict of Interest - Disclosure Statement.** Respondents must include a disclosure statement concerning any current business relationships (within the past three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the Respondent and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a Respondent tries to influence, or succeeds in influencing, the outcome of an official decision for its personal or corporate benefit. DOH will determine whether any disclosed conflict of interest poses a substantial advantage to the Respondent over the competition, decreases the overall competitiveness of this procurement, or is not in the best interests of the State. In the absence of any conflict of interest, a Respondent must affirm such in the disclosure statement: *"[name of Respondent] has no current business relationship (within the past three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85."*

#### ■ D. PROPOSAL FORMAT

- 1. Required Outline.** All proposals must follow the required outline presented in Section IV. Proposal Outline. Proposals that fail to follow the required outline will be deemed, at the discretion of DOH, non-responsive and not evaluated.
- 2. Cover Sheet.** The Cover Sheet is Page 1 of the proposal. Respondents must complete and use the [Cover Sheet](#) form, which is embedded in this section as a hyperlink.
- 3. Table of Contents.** All proposals must include a Table of Contents that conforms to the required proposal outline. (See Section IV.)
- 4. Executive Summary.** Proposals must include a high-level summary of the proposal. The Executive Summary must not exceed two (2) pages. The Executive Summary shall include a description of the Respondent's demonstrated experience performing the tasks required under this RFP.
- 5. Attachments.** Attachments other than the required Appendices and Forms identified in Section G are not permitted and will not be evaluated. Further, the required Appendices and Forms must not be altered or used to extend, enhance or replace any requirement of this RFP. Failure to abide by these instructions will result in disqualification.

6. **Style Requirements.** The original proposal and each of the five (5) conforming electronic copies of the original proposal must conform to the following specifications:

|               |  |
|---------------|--|
| Binding Type: | The original and on each electronic copy: Loose leaf binders and flash drives or cd's with the legal name of the Respondent and the RFP Name: <b>Homeless Prevention and Response Fund Administrator RFP</b> |
| Dividers:     | The original hard copy proposal only: A tab sheet keyed to the table of contents must separate each subsection of the proposal; the title of each subsection must appear on the tab sheet                    |
| Paper Size:   | 8½" x 11", portrait orientation  |
| Page Limit:   | No more than 10 double-sided consecutively numbered pages (20 pages total) <b><i>excluding all required Appendices and Forms</i></b> (double sided only pertains to the original hard copy proposal)         |
| Print Style:  | 2-sided  |
| Font Size:    | Minimum 11 point   |
| Font Type:    | Arial or Tahoma  |
| Line Spacing: | Single-spaced  |

7. **Pagination.** The legal name of the Respondent must be displayed in the header of each page. All pages, from the Cover Sheet through the required Appendices and Forms, must be numbered consecutively in the footer.

8. **Packaging and Labeling Requirements.** All proposals must be submitted in sealed envelopes or packages and be addressed to the Official Contact. The Legal Name and Address of the Respondent must appear in the upper left corner of the envelope or package. The RFP Name must be clearly displayed on the envelope or package: **Homeless Prevention and Response Administrator RFP**

Any received proposal that does not conform to these packaging or labeling instructions will be opened as general mail. Such a proposal may be accepted by DOH as a clerical function, but may not be evaluated. Such a proposal may be destroyed or at the discretion of DOH retained for pick-up by the submitters.

## ■ E. EVALUATION OF PROPOSALS

1. **Evaluation Process.** It is the intent of DOH to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful Respondents, and offering the right to negotiate a contract, DOH will conform to its written procedures for PSA procurements and the State's Code of Ethics.
2. **Evaluation Team.** DOH will designate an Evaluation Team to evaluate proposals submitted in response to this RFP. The contents of all submitted proposals, including any confidential information, will be shared with the Evaluation Team. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Attempts by any Respondent (or representative of any Respondent) to influence any member of the Evaluation Team may result in disqualification of the Respondent.
3. **Minimum Submission Requirements.** All proposals must comply with the requirements specified in this RFP. Proposals must (a) be received on or before the due date and time; (b) meet the Proposal Format requirements; (c) follow the required Proposal Outline; and (d) be complete, as determined by DOH.



4. **Evaluation Criteria.** Proposals meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Evaluation Team will use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals. The criteria are weighted according to their relative importance
  - Organizational Requirements
  - Program Requirements
  - Staffing Requirements
  - Financial Requirements
  - Appendices
5. **Respondent Selection.** Upon completing its evaluation of proposals, the Evaluation Team will submit the rankings of all proposals to the Agency head. The final selection of a successful Respondent is at the discretion of the Agency head. Any Respondent selected will be so notified and offered an opportunity to negotiate a contract with DOH. Such negotiations may, but will not automatically, result in a contract. Pursuant to Governor M. Jodi Rell's Executive Order No. 3, any resulting contract will be posted on the State Contracting Portal. All unsuccessful Respondents will be notified by e-mail or U.S. mail, at DOH's discretion, about the outcome of the evaluation and Respondent selection process.
6. **Debriefing.** After receiving notification from DOH, any Respondent may contact the Official Contact and request a Debriefing of the procurement process and its proposal. If Respondents still have questions after receiving this information, they may contact the Official Contact and request a meeting with DOH to discuss the procurement process. DOH shall endeavor to schedule and conduct Debriefing meetings that have been properly requested, within **fifteen (15) days** of DOH's receipt of a request. The Debriefing meeting must not include or allow any comparisons of any proposals with other proposals, nor should the identity of the evaluators be released. The Debriefing process shall not be used to change, alter or modify the outcome of the competitive procurement. More detailed information about requesting a Debriefing may be obtained from the Official Contact.
7. **Appeal Process.** Any time after the submission due date, but **not later than thirty (30) days** after DOH notifies Respondents about the outcome of the competitive procurement, Respondents may submit an Appeal to DOH. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the thirty (30) days. Respondents may appeal any aspect of DOH's competitive procurement. Such Appeal must be in writing and must set forth facts or evidence in sufficient and convincing detail for DOH to determine whether during any aspect of the competitive procurement there was a failure to comply with the State's statutes, regulations or standards concerning competitive procurement or the provisions of the RFP. Any such Appeal must be submitted to the Agency Head with a copy to the Official Contact. The Respondent must include the basis for the Appeal and the remedy requested. The filing of an Appeal shall not be deemed sufficient reason for DOH to delay, suspend, cancel or terminate the procurement process or execution of a contract. More detailed information about filing an Appeal may be obtained from the Official Contact.
8. **Contest of Solicitation or Award.** Pursuant to Section 4e-36 of the Connecticut General Statutes, "Any bidder or proposer on a state contract may contest the solicitation or award of a contract to a subcommittee of the State Contracting Standards Board..." More detailed information is available on the State Contracting Standards Board web site at <http://www.ct.gov/scsb/site/default.asp>.

9. **Contract Execution.** Any contract developed and executed as a result of this RFP is subject to DOH's contracting procedures, which may include approval by the Office of the Attorney General.

## II. MANDATORY PROVISIONS

### ■ A. STANDARD CONTRACT, PARTS I AND II

*By submitting a proposal in response to this RFP, the Respondent implicitly agrees to comply with the provisions of Parts I and II of the State's "standard contract":*

Part I of the standard contract is maintained by DOH and will include the scope of services, contract performance, budget, reports, and program-specific provisions of any resulting contract. A sample of Part I is available from DOH's Official Contact upon request.

Part II of the standard contract is maintained by OPM and includes the mandatory terms and conditions of the contract. Part II is available on OPM's web site at:

[http://www.ct.gov/opm/fin/standard\\_contract](http://www.ct.gov/opm/fin/standard_contract).

Note:

Included in Part II of the standard contract is the State Elections Enforcement Commission's notice (pursuant to C.G.S. § 9-612(g)(2)) advising executive branch State Contractors and prospective State Contractors of the ban on campaign contributions and solicitations.

Part I of the standard contract may be amended by means of a written instrument signed by DOH, the selected Respondent (Contractor), and, if required, the Attorney General's Office. Part II of the standard contract may be amended only in consultation with, and with the approval of, the Office of Policy and Management and the Attorney General's office.

### ■ B. ASSURANCES

*By submitting a proposal in response to this RFP, a Respondent implicitly gives the following assurances:*

- 1. Collusion.** The Respondent represents and warrants that it did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The Respondent further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the Respondent's proposal. The Respondent also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.
- 2. State Officials and Employees.** The Respondent certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. DOH may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the Respondent, Contractor, or its agents or employees.

3. **Competitors.** The Respondent assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt has been made, or will be made, by the Respondent to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The Respondent further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the Respondent knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.
4. **Validity of Proposal.** The Respondent certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or addenda hereto. The submission shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, DOH may include the proposal, by reference or otherwise, into any contract with the successful Respondent.
5. **Press Releases.** The Respondent agrees to obtain prior written consent and approval of DOH for press releases that relate in any manner to this RFP or any resultant contract.

#### ■ C. TERMS AND CONDITIONS

*By submitting a proposal in response to this RFP, a Respondent implicitly agrees to comply with the following terms and conditions:*

1. **Equal Opportunity and Affirmative Action.** The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
2. **Preparation Expenses.** Neither the State nor DOH shall assume any liability for expenses incurred by a Respondent in preparing, submitting, or clarifying any proposal submitted in response to this RFP.
3. **Exclusion of Taxes.** DOH is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Respondents are liable for any other applicable taxes.
4. **Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.
5. **Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, DOH may request and authorize Respondents to submit written clarification of their proposals, in a manner or format prescribed by DOH, and at the Respondent's expense.

6. **Supplemental Information.** Supplemental information will not be considered after the deadline for submission of proposals, unless specifically requested by DOH. DOH may ask a Respondent to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by DOH. At its sole discretion, DOH may limit the number of Respondents invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per Respondent.
7. **Presentation of Supporting Evidence.** If requested by DOH, a Respondent must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. At its discretion, DOH may also check or contact any reference provided by the Respondent.
8. **RFP Is Not An Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or DOH or confer any rights on any Respondent unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the Respondent and DOH and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the Respondent or for payment of services under the terms of the contract until the successful Respondent is notified that the contract has been accepted and approved by DOH and, if required, by the Attorney General's Office.

#### ■ D. RIGHTS RESERVED TO THE STATE

*By submitting a proposal in response to this RFP, a Respondent implicitly accepts that the following rights are reserved to the State:*

1. **Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by DOH.
2. **Amending or Canceling RFP.** DOH reserves the right to amend or cancel this RFP on any date and at any time, if DOH deems it to be necessary, appropriate, or otherwise in the best interests of the State.
3. **No Acceptable Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, DOH may reopen the procurement process, if it is determined to be in the best interests of the State.
4. **Offer and Rejection of Proposals.** DOH reserves the right to offer in part, and/or to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. DOH may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. DOH reserves the right to reject the proposal of any Respondent who submits a proposal after the submission due date and time.

5. **Sole Property of the State.** All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract offered as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.
6. **Contract Negotiation.** DOH reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. DOH further reserves the right to contract with one or more Respondent(s) for such services. After reviewing the scored criteria, DOH may seek Best and Final Offers (BFOs) on cost from Respondents. DOH may set parameters on any BFOs received.
7. **Clerical Errors in Offer.** DOH reserves the right to correct inaccurate offers resulting from its clerical errors. This may include, in extreme circumstances, revoking the offering of the right to negotiate a contract already made to a Respondent and subsequently offering the right to negotiate a contract to another Respondent. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial Respondent is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the Respondent.
8. **Key Personnel.** When DOH is the sole funder of a purchased service, DOH reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. DOH also reserves the right to approve replacements for key personnel who have terminated employment. DOH further reserves the right to require the removal and replacement of any of the Respondent's key personnel who do not perform adequately, regardless of whether they were previously approved by DOH.

## ■ E. STATUTORY AND REGULATORY COMPLIANCE

*By submitting a proposal in response to this RFP, the Respondent implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following:*

1. **Freedom of Information, C.G.S. § 1-210(b).** The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Respondents are generally advised not to include in their proposals any confidential information. If the Respondent indicates that certain documentation, as required by this RFP in Section I.C.11 above, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The Respondent has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a Respondent may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.
2. **Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive.** CT statute and regulations impose certain obligations on

State agencies (as well as Contractors and Subcontractors doing business with the State) to ensure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons. Detailed information is available on CHRO's web site at [Contract Compliance](#)

IMPORTANT NOTE: The Respondent must upload the Workplace Analysis Affirmative Action Report through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division, and DOH can review said document online. The [DAS guide to uploading affidavits and nondiscrimination forms online](#) is embedded in this section as a hyperlink.

3. **Consulting Agreements, C.G.S. § 4a-81.** Proposals for State contracts with a value of \$50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall require a consulting agreement affidavit attesting to whether any consulting agreement has been entered into in connection with the proposal. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a Contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of C.G.S. Chapter 10 as of the date such affidavit is submitted in accordance with the provisions of C.G.S. § 4a-81. The Consulting Agreement Affidavit (OPM Ethics Form 5) is available on OPM's website at [OPM: Ethics Forms](#)

IMPORTANT NOTE: The Respondent must upload the Consulting Agreement Affidavit (OPM Ethics Form 5) through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division, and DOH can review said document online. The [DAS guide to uploading affidavits and nondiscrimination forms online](#) is embedded in this section as a hyperlink.

4. **Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC § 1352.** A responsive proposal shall include a [Certification Regarding Lobbying form](#), which is embedded in this section as a hyperlink, attesting to the fact that none of the funds appropriated by any Act may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the: (A) awarding of any Federal contract; (B) making of any Federal grant; (C) making of any Federal loan; (D) entering into of any cooperative agreement; or (E) extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 5. Gift and Campaign Contributions, C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8 and No. 7C, Para. 10; C.G.S. § 9-612(g)(2).** If a Respondent is offered an opportunity to negotiate a contract with an anticipated value of \$50,000 or more in a calendar or fiscal year, the Respondent must fully disclose any gifts or lawful contributions made to campaigns of candidates for statewide public office or the General Assembly. Municipalities and CT State agencies are exempt from this requirement. The gift and campaign contributions certification (OPM Ethics Form 1) is available on OPM's website at [OPM: Ethics Forms](#)  
IMPORTANT NOTE: The selected Respondent must upload the Gift and Campaign Contributions Certification (OPM Ethics Form 1) through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division prior to contract execution, and DOH can review said document online. The [DAS guide to uploading affidavits and nondiscrimination forms online](#) is embedded in this section as a hyperlink.
- 6. Nondiscrimination Certification, C.G.S. §§ 4a-60(a)(1) and 4a-60a(a)(1).** If a Respondent is offered an opportunity to negotiate a contract, the Respondent must provide DOH with *written representation* or *documentation* that certifies the Respondent complies with the State's nondiscrimination agreements and warranties. A nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The nondiscrimination certification forms are available on OPM's website at [OPM: Nondiscrimination Certification](#)  
IMPORTANT NOTE: The selected Respondent must upload the Nondiscrimination Certification through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division prior to contract execution, and DOH can review said document online. The [DAS guide to uploading affidavits and nondiscrimination forms online](#) is embedded in this section as a hyperlink.



### III. PROGRAM INFORMATION

#### ■ A. DEPARTMENT OVERVIEW

DOH strengthens and revitalizes communities by promoting affordable housing opportunities. DOH seeks to eliminate homelessness and to catalyze the creation and preservation of quality, affordable housing to meet the needs of all individuals and families statewide to ensure that Connecticut continues to be a great place to live and work.

DOH works in concert with municipal leaders, public agencies, community groups, local housing authorities, and other housing developers in the planning and development of affordable homeownership and rental housing units, the preservation of existing multi-family housing developments, community revitalization and financial and other support for our most vulnerable residents through our funding and technical support programs. As the State's lead agency for all matters relating to housing, DOH provides leadership for all aspects of policy and planning relating to the development, redevelopment, preservation, maintenance and improvement of housing serving very low, low, and moderate income individuals and families. DOH is also responsible for overseeing compliance with applicable statutes, regulations and financial assistance agreements for funded activities through long-term program compliance monitoring.

#### **Department Mission**

A Connecticut where affordable housing in strong, vibrant and inclusive communities is accessible to individuals and families across the state and homelessness is a thing of the past.

#### ■ B. HOMELESS PREVENTION AND RESPONSE FUND (HPRF) OVERVIEW

##### 1. Program Purpose

DOH is committed to reducing and ending homelessness in Connecticut. The HPRF program is the newest program administered by DOH to meet these goals. By providing the necessary capital funding to bring more units online for homeless households, DOH intends to increase the capacity of the homeless service system to serve more homeless households.

##### 2. Guiding Principles

a. Housing focus. Homelessness is first and foremost a housing problem and should be treated as such. A housing focus addresses the Program Participant's immediate barriers to obtaining and keeping housing and then finds ways to eliminate or compensate for those barriers. Non-housing related barriers are addressed if and when the Program Participant chooses.

b. Housing First. Housing First is a programmatic and systems approach that centers on providing homeless people with housing quickly and then providing services as needed using a low barrier approach that emphasizes community integration, stable tenancy, recovery and individual choice.

c. Choice and respect. Program Participants are empowered to make their own choices about housing and services and to respond to the consequences of those choices.

### **3. Funding**

HPRF is a housing program intended to spur the development of affordable housing for homeless households. Currently, two types of housing programs have the best outcomes to ending homelessness, supportive housing and rapid rehousing. HPRF will provide capital resources to property owners to bring unoccupied units online for homeless individuals and families that are eligible for either supportive housing or rapid rehousing. Approximately \$30 million has been appropriated for these capital investments and/or for operating reserves for properties with supportive housing units and for the administration of the program.

### **4. Resident Participants**

Eligible participants that will live in the rehabilitated housing must be literally homeless. The definition of “literally homeless” is definition four in the HUD homeless definition. That definition is embedded [here](#). The literally homeless Program Participant must contact the CAN and be assessed with a Vulnerability Index/Services Prioritization Decision Assistance Tool (VI/SPDAT). Those households with a VI/SPDAT score ranging from 5-9 will be eligible for the rapid rehousing units and those households with a VI/SPDAT score of 10 or higher will be eligible for the supportive housing units.

### **5. Landlord Participants**

Any property owner that has unoccupied units in need of capital repair or for which an operating reserve is needed that are suitably located for the well-being of Program Participants is eligible for the program.

### **6. Administrator Role**

The goal of this RFP is to select an administrator to administer HPRF on behalf of DOH. Specifically, DOH expects that the Contractor will:

1. Assist DOH in the creation of the Notice of Funds Available (NOFA), and the application process through which interested landlords will apply for funding under this program.
2. Market HPRF to landlords to participate in the program.
3. Evaluate proposals from landlords for participation in the program.
4. Inspect properties for which HPRF funding is requested.
5. Negotiate financial terms for capital funding (in the form of loans or grants).
6. Oversee construction activities, process funding requisitions and disburse funds appropriately.
7. Inspect completed capital improvements.
8. Serve as a liaison between the landlord and the CAN to identify eligible homeless individuals and families that will be placed in funded properties.
9. Monitor the condition of units in the program and landlord compliance with all other program requirements.
10. Closeout paperwork at the expiration of the funding agreement with each landlord participant.

## ■ C. MAIN PROPOSAL

Eligible Respondents are organizations or partnerships with a principal place of business in Connecticut. DOH encourages partnerships between organizations that have experience in administering loan programs and organizations that have experience working with the CAN's. Individuals are ineligible to participate in this procurement.

Respondents are required to provide the information requested about each Community Partner and Subcontractor proposed to provide direct services to Program Participants. Failure to comply with this requirement may result in the immediate disqualification of the proposal.

### 1. Organizational Requirements

**A responsive proposal must include** the following information about the administrative and operational capabilities of the Respondent, and each proposed Community Partner and Subcontractor.

- a. *Purpose/Mission.* Provide a brief overview of the Respondent's and each proposed Community Partner's and Subcontractor's organization including the mission, main program activities, and years in operation. Describe how the HPRF fits within the Respondent's and each proposed Community Partner's and Subcontractor's mission and main program activities.
- b. *Location of Offices.* Specify the location of the Respondent's principal place of business.
- c. *Current Range of Services.* Summarize the services the Respondent and each proposed Community Partner and Subcontractor currently provide.
- d. *Qualifications/Relevant Experience.* Describe the Respondent's and each proposed Community Partner's and Subcontractor's experience performing the activities similar to the activities that such organization is proposing to perform in response to this RFP. Provide evidence of the Respondent's ability to manage public (city, state, and/or federal) grants, contracts, and third-party reimbursement systems. Summarize the Respondent's ability to lead a collaborative effort and coordinate and monitor multiple parties of performance of services
- e. *Audit Compliance.* Describe the Respondent's and each proposed Community Partner's and Subcontractor's success with contract compliance requirements during the past two (2) years. Identify any deficiencies in program audits and, if applicable, detail what steps the organization has taken to address any recommendations. List all sanctions, fines, penalties or letters of noncompliance issued against the Respondent and each proposed Community Partner and Subcontractor by any funding source (public and/or private). Describe the circumstances eliciting the sanction, fine, penalty or letter of noncompliance and the corrective action or resolution to the sanction, fine, penalty or letter of noncompliance. If no sanctions, fines, penalties or letters of noncompliance were issued, a statement that attests that no sanction, fine, penalty or compliance action has been imposed on the Respondent and each proposed Community Partner and Subcontractor within the past two (2) years must be submitted.

## 2. Program Requirements

**A responsive proposal must describe** how the Respondent shall, directly or indirectly through Community Partners and Subcontractors, perform the following services:

1. The Contractor makes diligent efforts to publicize the HPRF program through all appropriate electronic and print media and direct outreach to property owners eligible to participate in the HPRF program.
2. The loan application will be prepared by the Contractor, subject to review and approval by DOH. The Contractor will distribute the application to all interested potential applicants, and provide appropriate assistance to potential applicants.
3. The Contractor provides guidance to assist the applicant submit complete applications and reviews and underwrites each application to determine what financial assistance can be offered, if any, and conduct site inspections as needed.
4. The Contractor will send a commitment letter to qualified applicants. The commitment shall stipulate the amount and the terms of the loan/grant.
5. The Contractor will prepare all necessary financial assistance documents using forms reviewed and approved by DOH and will work with qualified applicants to ensure all closing documents are prepared and executed in accordance with DOH policies.
6. The Contractor will disburse the funds to the landlord participant in accordance with the financial assistance documents.
7. The Contractor will inspect all completed capital work and monitor each landlord participant for compliance with all financial assistance documents.
8. Regularly attend CAN meetings to market the program and maintain an up to date understanding of CAN needs, resources, members and potential Program Participants.
9. Liaise with CAN to identify local rapid rehousing and supportive housing needs.
10. Coordinate placements when units become available
11. Coordinate with Landlord Participants and Service Providers to troubleshoot, ensure units and services are being delivered and enforce all program requirements.

## 3. Staffing Requirements

**A responsive proposal must include** the following information about the number and qualifications of staff that the Respondent and each proposed Community Partner and Subcontractor intend to employ to perform the activities required by this RFP.

- (a) Key Personnel: Provide the titles and, if possible, the names of proposed personnel key to the success of the proposed program and the hours and percentages of time dedicated to

this project. Describe how your staffing will successfully meet this RFP's requirements in light of any other obligations this staff have to any other entity. Summarize your procedures to secure and retain professional staff and your method to evaluate personnel performance.

- (b) Job Descriptions/Resumes: Attach job descriptions for proposed funded positions and resumes if position hours are to be filled by % of FTE of existing staff members in Section G, Appendices.

## 5. COST PROPOSAL COMPONENT

### 1. Financial Requirements

- (a) Audited Financial Statements: The Respondent shall submit 1 copy of the Respondent's two most recent annual financial statements prepared by an independent Certified Public Accountant. Each copy shall include all applicable financial statements, auditor's reports, management letters, and any corresponding reissued components. Each copy shall be included with the proposal in Section G. Appendices.
- (b) Financial Management Procedures. The Respondent shall submit the Respondent's written financial management procedures that include policies/procedures for: (i) managing and tracking cash receipts/disbursements; (ii) budgeting; (iii) procurement; (iv) reconciling expenditures; (v) separation of duties/functions and (vi) payroll. Include with the proposal in Section G. Appendices.
- (c) Financial Capacity: Describe the Respondent's financial capacity to properly isolate HPRF-related income and expenditures. Discuss the internal controls used to ensure the safeguarding of funds to ensure that a thorough record of expenditures can be provided for purposes of an audit.
- (d) Mixed Funding: If Respondent is utilizing staff from various funding sources, Respondent must document how staff time for this program will be tracked.
- (e) Budget: Use the Budget form embedded in this section as a hyperlink, to prepare an annual line item budget that depicts the allowable costs associated with the program: [Annual BUDGET Form](#)
- (f) Budget Narrative: Detail how expenses listed in the annual budget were calculated. Either Microsoft Word or Excel format is acceptable.
- ❖ DOH reserves the right to fund portions of a proposed budget and/or require adjustments.

## IV. PROPOSAL OUTLINE

This section presents the **required** outline that must be followed when submitting a proposal in response to this RFP. Proposals must include a Table of Contents that exactly conforms to the required proposal outline (below). Proposals must include all the components listed below, in the order specified, using the prescribed lettering and numbering scheme. Incomplete proposals will not be evaluated.

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