

**NORWALK HOUSING AUTHORITY  
REQUEST FOR PROPOSAL (RFP)  
FOR FINANCIAL ADVISORY SERVICES**

Norwalk Housing Authority is seeking proposals from local and national firms to serve as Financial Consultant for Colonial Village new housing and rehabilitation using mixed-financing.

The RFP may be downloaded from the Norwalk Housing Authority (NHA) web site under business and click RFPs/RFQs.

**DUE DATE**

Submissions in response to this RFP are due no later than 4:00 PM (Eastern Standard Time) **April 9, 2019**. Late proposals will not be considered and will not be opened. Respondents are solely and entirely responsible for ensuring that submissions are received before the stated due date and time. Submissions should be addressed as follows:

**Guillermo Bendana, Procurement Specialist  
Norwalk Housing Authority  
24 ½ Monroe Street  
Norwalk, CT 06856**

**QUESTIONS**

Questions regarding this RFP should be directed in writing via email to Thomas F. Hickey, Director of Finance [thickey@norwalkha.org](mailto:thickey@norwalkha.org) by or before **April 4, 2019** at 4:00 PM (Local Time).

**NHA RIGHTS**

NHA reserves the right to reject any or all proposals, to advertise for new proposals or proceed to accomplish this solicitation by any means determined to be in the best interest of the NHA. NHA will evaluate proposals to determine which best satisfies the needs of the Authority and community.

**RFP SCHEDULE**

RFP available	March 23, 2019
Final day to submit written questions	April 4, 2019
Submissions are due	April 9, 2019
Interview (if required)	Week of April 15, 2019

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## **1. INVITATION**

The Norwalk Housing Authority (“NHA”) invites proposals for financial consulting services (the “Services”) to be performed under a contract with NHA (the “Contract”) by a firm or firms (the “Consultant”), with experience in providing financial services for public housing mixed-finance, mixed-income, multifamily developments. The Consultant should have demonstrated experience negotiating agreements between public housing authorities and their financial partners. The Consultant should also have demonstrated experience with the interaction of housing authorities with the U.S. Department of Housing and Urban Development (“HUD”) and with Connecticut Housing Finance Authority, as well as with Connecticut/DOH’s and HUD’s regulations and requirements relating to public housing mixed-finance development. The Consultant must demonstrate experience with the legal requirements related to conventional financing, the use of Low-Income Housing Tax Credits (“LIHTC”), tax-exempt debt financing, project-basing of Housing Choice Vouchers, homeownership sale programs, housing authority issued bonds, and other public and private funding mechanisms. Time is of the essence with respect to the various timeframes and submission requirements specified in this RFP. In the event the selected firm is unable to comply with the terms of this RFP within the indicated time frames, the NHA reserves the right to de-designate.

## **2. BACKGROUND**

NHA is a public corporate body that provides low-income/affordable housing to approximately 2,000 families in Norwalk. NHA owns and operates 995 units of housing, including 200 units as part of the State Moderate Rental Program and 44 State Congregate housing units. NHA administers 952 HUD Section 8 Housing Choice Vouchers, RAP, mainstream vouchers, tenant protection vouchers, and VASH. NHA was established by the City of Norwalk under State of Connecticut enabling legislation on May 25, 1939. NHA is governed by a five-member Board of Commissioners appointed by the Mayor of Norwalk. NHA has approximately 98 full and part-time employees and a total operating budget of approximately \$24 million for Fiscal Year 2019.

## **3. SCOPE OF SERVICES**

The NHA seeks to substantially rehabilitate Colonial Village which consists of 200 total units, 148 two bedroom and 48 three-bedroom apartments. There are deferred capital needs that need to be addressed as well as designs and

exteriors from the 1951 construction that require transformation to current standards.

NHA seeks to transform the project while keeping the property in the Section 8 multifamily program. However, NHA is open to consideration of other options including, but not limited to, Low Income Housing Tax Credits (LIHTC), mixed financing, issuing of bonds through the NHA and the creation of a local program.

New construction site plans are being created with approximately 67 additional units and a potential 4,500 s.f. learning center/community building.

Design work is being performed for both new construction and transformation of the existing 200 units.

The selected consultant shall be asked to perform the following tasks:

1. Advise NHA on various financial strategies available for the project.
2. Review and advise NHA on CHFA and DOH requirements for financing.
3. Lead the preparation and submission of funding applications to the CHFA and DOH, and others as needed.
4. Prepare revised financial budgets based on changes in financing structure, cost estimates, changes in interest rates or other financing variables, etc. (This list is for demonstrative purposes only and should not be considered exhaustive of the conditions that might necessitate a revised financial budget.)
5. Prepare proforma's cash flows and other documents required to facilitate funding.
6. Review documents relating to the transaction including but not limited to the Regulatory Agreements and other agreements placing conditions upon the transaction and future operation. Advise NHA on the risk and potential impact the conditions could have to its operation of the property for the duration of the term of the agreement.
7. Assist in coordinating the closing and any subsequent "final closings" as necessary.
8. Other related tasks as assigned

#### **4. RESPONSE REQUIREMENTS**

Interested firms are requested to submit a response with the following information:

1. Letter of interest identifying the firm and its organizational structure along with the name(s) and qualifications of the team members assigned to oversee projects.
2. Narrative Response describing specifically how your firm would approach a Project, detailing unique qualifications, technical capability, or characteristics which distinguish your firm from others. (Maximum 2 pages)
3. Project Experience past five (5) years. Responder shall only include projects that have been completed and are comparable to the types of projects that may be awarded under the Agreement.
4. At least three (3) references including names, addresses, phone numbers, and a brief description of the work performed, preferably in Connecticut.
5. A resume of the principal in charge, key personnel and subconsultant personnel.
6. Copies of current professional licenses or certifications.
7. Certificate of current insurance to include, general, vehicular, workers compensation and errors and omissions.
8. Non-Collusive Affidavit (signed)
9. Suspension and Debarment Compliance (signed)
10. Certificate of Non-Segregated Facilities.
11. EEO Policy Statement: Each responder must include with its proposal a certification signed by an officer of the firm indicating its firm's understanding of the provisions of the Housing Authority of the City of Norwalk Equal Employment Opportunity Program and the firm's assurance of non-discriminatory treatment of employees in their hiring practices because of race, age, color, religion, sex or origin. Each responder must also complete a self-certification concerning its polity and EEO compliant.
12. Rate Schedule to include fees and hourly rates.
13. Most recent audited financial statements.

Failure to include any of the aforementioned forms may render the RFP response non-responsive.

## **5. EVALUATION OF FIRMS AND SELECTION CRITERIA**

Consultants' submittals will be evaluated based on the criteria listed in this section. In preparing the submittal to NHA, it is important for proposers to clearly demonstrate their expertise in the areas described in this document. The consultant, either through in-house staff or sub-consultants, must demonstrate

expertise or have available adequate quantities of experienced personnel in all of the areas described.

Consultants are encouraged to identify and clearly label in their submittal how each criterion is being fully addressed. Evaluation of responses to this RFP will be based only on the information provided in the submittal package, and if applicable, interviews, and reference responses. NHA reserves the right to request additional information or documentation from the firm regarding its submittal documents, personnel, financial viability, or other items in order to complete the selection process. If a responding firm chooses to provide additional materials in their proposal beyond those requested, those materials should be included in a separate section of the proposal. In submitting a proposal, the Consultant agrees that any costs or prices proposed shall be valid for a minimum of 180 days from the proposal due date.

<b>Evaluation Criteria:</b>	<b>Weighting (Max Points)</b>
<b>Qualification:</b>	
Previous company experience with similar projects including familiarity with CHFA and DOH applications and requirements.	30
Qualifications and relevant experience of personnel to be assigned to this project.	20
Availability to provide services within the required schedule	20
References	10
Proposed Price	
Hourly billable rate by staff/team person for work performed.	20
You may provide an estimate of the estimated hours to complete the Scope of Services detailed in item 3, beginning on page 2. Maximum of 20 points will be added to the scoring.	
<b>Total Possible Points</b>	<b>100</b>

**6. SUBMISSION INFORMATION**

1) Due Date for Questions: Technical questions regarding substantive matters related to this RFP or requests for further information must be submitted in writing consistent with the deadline and submission requirements on page 1 of this RFP.

2) Due Date and Place for Submission of Proposals: Proposals must be received by the Norwalk Housing Authority by the deadline and at the place indicated on page 1 of this RFP.

The deadline is firm as to place, date, and time. NHA will not consider any proposal received after the deadline.

All Proposals should be clearly marked when delivered, mailed or emailed to avoid any confusion about recording arrival dates and times. Proposers should take this practice into account and submit their materials early to avoid any risk of ineligibility caused by unanticipated delays or other delivery problems.

*NOTE: Scanned, e-mailed, and faxed proposals will not be accepted.*

Upon receipt of each Proposal, NHA will mark it to show the exact time and date of receipt. All Proposals received will become the property of the Norwalk Housing Authority and will not be returned to the proposer.

3) Required Number of Copies: Proposers responding to this RFP shall submit one original proposal and three (3) copies.

4) Addenda: In the event there are changes or clarifications to this RFP, NHA will issue an addendum. You may call the Contract Administrator listed on page 1 of this RFP to have a copy of the addenda mailed or e-mailed to you or check NHA's website at [www.norwalkha.org](http://www.norwalkha.org).

5) Rights Reserved by NHA: NHA reserves the right to waive as an informality any irregularities in submittals and/or to reject any or all Proposals. NHA will not disclose the status of negotiations until NHA's Board of Commissioner's has approved the award of a contract for services. NHA assumes no liability for costs incurred by respondents in the preparation and delivery of a response or for attendance at any subsequent meetings relative to this RFP.

The person signing the RFP response must be authorized to execute a contract or conduct negotiations or discussions on behalf of the respondent if required.

## **7. DEBARRED/SUSPENDED VENDORS**

An entity or affiliate who has been placed on the Department of Housing and Urban Development debarred or suspended vendor list may not submit a response on a contract to provide goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public

entity; and may not transact business with any public entity. Any Responder who submits a response that includes such an entity or affiliate shall be deemed non-responsible and the response will not be considered.

## **9. PRE-PROPOSAL CONFERENCE**

There is no pre-proposal conference scheduled.

**9. Insurance:** The following are the insurance requirements that will be included in the contract executed based on this RFP:

### **A. General Requirements:**

1. Prior to undertaking any work under this Contract, the Consultant shall procure and maintain continuously for the duration of this Contract, at no expense to NHA, insurance coverage as specified below, in connection with the performance of the work of this Contract by the Consultant, its agents, representatives, employees and/or subcontractors.
2. The Consultant's insurance shall be primary as respects NHA, and any other insurance maintained by NHA shall be excess and not contributing insurance with the Consultant's insurance.
3. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, the Consultant's Commercial General Liability and Commercial Automobile Liability insurance coverage shall apply as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought.
4. Failure of the Consultant to fully comply with the insurance requirements of this Contract will be considered a material breach of contract and, at the option of NHA, will be cause for such action as may be available to NHA under other provisions of this Contract or otherwise in law, including immediate termination of the Contract.

### **B. Required Insurance Coverage:**

The following are the types and amounts of insurance coverage that must be maintained by the Consultant during the term of this Contract. The Consultant must provide acceptable evidence of such coverage prior to beginning work under this Contract.

1. Commercial General Liability Insurance. A policy of Commercial General Liability insurance including bodily injury, property damage,

and products/completed operations, written on an occurrence form, with the following minimum coverage:

- \$1,000,000 each occurrence, and
- \$2,000,000 aggregate

Coverage shall extend to cover the use of all equipment on the site or sites of the work of this Contract.

2. Commercial Automobile Liability Insurance. A policy of Commercial Automobile Liability Insurance, including coverage for owned, non-owned, leased or hired vehicle, with the following minimum coverage:

- \$1,000,000 combined single limit coverage

3. Professional Liability Insurance: A policy of Errors and Omissions Liability Insurance appropriate to the Consultant's profession. Coverage should be for a professional error, act, or omission arising out of the scope of services shown in the Contract, with the following minimum coverage:

- \$1,000,000 per Claim/Aggregate

If the Professional Liability Insurance policy is written on claims made form, the Consultant warrants continuation of coverage, either through policy renewals or the purchase of an extended reporting period ("tail") for a minimum of three years from the date of completion of the work authorized by the Contract. In the event that the Consultant is authorized to engage subcontractors, each subcontractor shall provide evidence of separate professional liability coverage equal to the levels specified above, unless such requirement is waived in writing by NHA.

5. Workers Compensation. A policy of Workers Compensation. As respects Workers Compensation insurance in the State of Connecticut, the Consultant shall secure its liability for industrial injury to its employees in accordance with the statutory requirements. Required Limits  
Employers' Liability:

- Bodily Injury by Accident: \$1,000,000
- Bodily Injury by Disease: \$1,000,000
- Bodily Injury by Each Employee: \$1,000,000

**C. Additional Insured Endorsement:** The Norwalk Housing Authority must be named as an Additional Insured on a primary and non-contributory basis on all Commercial General Liability policies of the Consultant.

**D. Proof of Insurance and Insurance Expiration:**

1. The Consultant shall furnish certificates of insurance and policy endorsements as evidence of compliance with the insurance requirements of the Contract. Such certificates and endorsements must be signed by a person authorized by that insurance company to bind coverage on its behalf
2. The Consultant shall include all subcontractors at any tier as insured (except for Professional Liability insurance) and ensure that the Consultant's coverage of subcontractors under the Consultant's policies is not excluded by any policy provision or endorsement. Alternatively, the Consultant shall:
  - a. Obtain from each subcontractor not insured under the Consultant's policy or policies of insurance, evidence of insurance meeting all the requirements of this Contract, and
  - b. Maintain such evidence on file for a period of one year after the completion of this Contract and, upon request, submit such evidence to NHA for examination.
3. The Consultant's insurance shall not be reduced or canceled without thirty (30) days prior written notice to NHA. The Consultant shall not permit any required insurance coverage to expire during the term of this Contract.
4. NHA reserves the right to require complete, certified copies of all required insurance policies at any time during the term of this Contract, or to waive any of the insurance requirements of this Contract at its sole discretion.

**E. Carrier Review and Approval Authority:** Insurance policies, deductibles, self-insured retentions, and insurance carriers will be subject to review and approval by NHA. All insurance shall be carried with companies that are financially responsible. Generally, all carriers of insurance or reinsurers must have and maintain a rating of "A-" and a "Financial Category Class VII" or better as identified in the current A.M. *Best Insurance Rating Guide*,

**SUSPENSION AND DEBARMENT COMPLIANCE**

\_\_\_\_\_ certifies that neither it, nor any person or firm which has an interest in the above-named firm are debarred, suspended or ineligible from involvement by any Federal, State or Local Government.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date

Attachment A

**NON-COLLUSIVE AFFIDAVIT**

State of Connecticut

County of Fairfield

\_\_\_\_\_ who is a \_\_\_\_\_ of the firm of \_\_\_\_\_, being first duly sworn, on their oath, says that the bid herewith submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and further states that the said bidder has or was not directly or indirectly induced or solicited by any bidder on the above work or supplies to put in a sham bid, or any person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure themselves an advantage over any other bidder or bidders, or to secure any advantage against the Norwalk Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

\_\_\_\_\_  
Bidder  
(if individual)

\_\_\_\_\_  
Partner  
(if partnership)

\_\_\_\_\_  
Officer  
(if corporation)

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_ Notary Public in and for the State of Connecticut, residing at \_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_\_