

# Town of

P.O. Drawer 519

**Department of Planning &  
Inland Wetlands**

*Gary A. Goeschel II, Director of Planning /  
Inland Wetlands Agent*



# East Lyme

108 Pennsylvania Ave

Niantic, Connecticut 06357

Phone: (860) 691-4114

Fax: (860) 860-691-0351

**TOWN OF EAST LYME, CONNECTICUT  
REQUEST FOR PROPOSALS  
FOR AN AFFORDABLE HOUSING PLAN UPDATE 2022**

**DUE: FEBRUARY 28, 2022, at NOON, 12:00PM EST**

**GENERAL INFORMATION**

The Town of East Lyme (Town) is soliciting proposals from qualified professional planning consultants for technical assistance in the update and preparation of the Town's 2009 Affordable Housing Plan in accordance with the Scope of Services listed below. The selected consultant(s) will work under the direction of the Planning Director and will be expected to demonstrate the following:

1. Professional experience in evaluation and implementation of policies, plans and statutes governing affordable housing in Connecticut.
2. Ability to analyze relevant data, policies and regulations.
3. Ability to present analysis and recommendations in a way that is easy for a lay person to understand.
4. Experience in facilitating public input and involvement and consensus building.
5. Experience working with elected and appointed officials in the development of plans and policies.
6. Experience developing community plans and associated implementing regulations.

**SCOPE OF SERVICES**

This RFP is primarily for the preparation and update of East Lyme's 2009 Affordable Housing Plan. The purpose and intent of the affordable housing study and 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 consultant should also recommend specific implementation measures such as policy changes or regulation revisions to address the issues identified by the study and plan. Please note that state guidance on Affordable Housing Plans is available at [https://portal.ct.gov/-/media/DOH/AHPP-Guidebook\\_RPA\\_120120.pdf](https://portal.ct.gov/-/media/DOH/AHPP-Guidebook_RPA_120120.pdf). Components of the plan shall include:

1. Initial Meeting: Completion of an initial meeting with the town to review project goals, expectations, and schedule.
2. Data Collection: Review of 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 East Lyme and options the town may wish to consider to mitigate identified constraints.
3. Community Analysis: A preliminary evaluation (based on existing available information and resources) of town demographics and estimates of current unmet or future housing 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, existing use, areas of infrastructure, infrastructure capacity, site conditions, site development, constraints, utilities, sewage handling, storm water, and natural resources among others.
4. Housing Analysis: Conduct an overall analysis of East Lyme's existing housing stock with a goal of ensuring that appropriate housing is available to meet future demand. The analysis should, at a minimum, include a summary of the current housing status that identifies:
  - a. The estimated quality of the existing affordable housing stock;
  - b. The percentage of units currently available that meet the requirements of Section 8-30g(k) (Affordable Units");
  - c. Sales and rent data indicating the percentage of units that are at or below Fair Market Rent for the area;
  - d. The percentage of Affordable Units that are rental units;
  - e. Vacancy rates for Affordable Rental Units and for other rental units in town;
  - f. Turnover rates for sales of Affordable Units vs. other sales units;
  - g. A map that shows the location of Affordable Units in town;
  - h. Projected needs: identification of new units of housing needed/renovation units required; and
  - i. Such other information as may be useful in assessing housing needs in East Lyme and developing a plan to fulfill those needs.
5. Gap Analysis: This housing analysis should also include a gap analysis that identifies future housing needs that cannot be addressed through existing housing stock.
6. Strategies: 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.

7. Community Outreach: The consultant will conduct at least two public outreach meetings. The first meeting should follow the completion of the community and housing analysis in order to review and discuss how we might address gaps identified and options to consider. The second meeting should be after the completion of the draft plan, but prior to the issuance of a final plan.
8. Plan Development: The Consultant will work with town staff to develop a Plan that meets the needs of the Town of East Lyme and considers any guidance issued by the State of Connecticut on content of an Affordable Housing Plan. The Plan should include:
  - 1) Recommended goals to provide additional housing opportunities
  - 2) Recommended strategies to accomplish the goals and
  - 3) Recommended implementation measures to successfully implement the strategies.
9. Public Hearing: The consultant will present the Affordable Housing Plan at a public hearing called to present the Plan as required by CGS 8-30j.

The Town of East Lyme reserves the right to modify the Scope of Services in a manner that best services the interest of the Town. Respondents may also separately offer alternate proposals or additional services.

#### **SUBMISSION AND STATEMENT OF QUALIFICATIONS**

Interested consultants who wish to be considered for this work shall submit one digital copy and 3-printed copies of the proposal to Gary A. Goeschel II, Director of Planning, P.O. Box 519, 108 Pennsylvania Avenue, Niantic, CT 06357 no later than twelve (12:00PM EST) NOON on February 28, 2022.

1. Letter of Introduction.
2. Firm's Information Package.
3. An outline and description of the firm's understanding of the Project and proposed approach necessary to meet requirements of the Scope of Services.
4. Detailed schedule for completing the initial Scope of Services.
5. Resumes of personnel who will work on the Project.
6. Recommendations for the management of the Project.
7. Qualifications for, and experience with conducting public workshops, soliciting public opinion.
8. Three references for on-going and recently completed similar municipal planning projects (including contact person and phone number).
9. Detailed and specific examples of similar work products.
10. Certificate of liability insurance.

11. Any additional information that will assist in evaluating the qualifications of the consultant.

### **ADDITIONAL RESPONSES**

Interested consultants may submit responses for portions of this request for proposals or alternate proposals. Separate fees shall be provided for alternate proposals and any scope of work not included as part of this request. Alternate proposals must provide a clear description of tasks to be completed, a detailed approach in how such tasks will be completed, in addition to proposed deliverables.

### **SCHEDULE**

It is anticipated that project "kick off" will occur no later than March 31, 2022, and that the entire project will be completed within six (6) months of the kickoff date. The contract will be administered and managed by the Planning Director or his designee. **NOTE: Project should be completed by October 31, 2022.**

### **FEE**

This project is being funded by a grant received by the Connecticut Department of Housing to complete this work. The maximum fee for this project is set to \$15,000. This amount may not be exceeded. If the selected consultant is unable to complete the project within the amount of the grant award, the Town may select another consultant.

### **TOWN OPTIONS**

The Town reserves the right to reject any or all proposals and to waive any requirements, irregularities, technical defects or service therein when it is deemed to be in the best interest of the Town. The Town shall be under no obligation to accept the lowest financial proposal if it is deemed in the best interest of the Town to do so. If a responder's qualifications and proposal do not meet or better the required specifications on all points that must be outlined in a letter otherwise it will be presumed that a proposal is in accordance with the required specifications. The Town reserves the exclusive right to determine whether or not qualifications and a proposal meet or exceeds the stated specifications. The Town of Trumbull reserves the right to negotiate changes to the proposed scope of work with each respondent to this RFP. The Town of Trumbull also reserves the right to not award a contract pursuant to this solicitation.

### **TAXES**

All purchases made by the Town, and associated with the award of this requirement shall be tax exempt. Any taxes must not be included in proposal prices. A Town Tax Exemption Certificate shall be furnished upon request.

### **INQUIRIES AND ADDENDA**

Respondents with questions regarding the submission requirements may contact Mr. Gary A. Goeschel, II, Director of Planning, via email only, [ggoeschel@eltownhall.com](mailto:ggoeschel@eltownhall.com). No oral, telephonic, emailed, or faxed responses shall be considered. No oral, telephonic, emailed, or faxed corrections, deletions, or additions to any response shall be accepted. The Town reserves the right to reject any or all responses, and to waive any or all formalities in connection with this request. Any responses received after the above scheduled due date and time shall not be accepted or opened. Please be advised that the person signing the formal proposal must be

authorized by your organization to contractually bind your firm with regard to prices and related contractual obligations.

An electronic copy of this request for proposals, along with any changes, will be posted on the Town web page ([www.eltownhall.com](http://www.eltownhall.com)). It is the respondent's obligation to visit the web page frequently for any addendums. **It is the sole responsibility of the responding firm to verify any addendums that may have been issued relating to this request prior to submission of a proposal. Any notice of addendum shall be published on the Town website [www.eltownhall.com](http://www.eltownhall.com) (Planning Department). Failure to submit a proposal that does not address any changes or addendums may result in a disqualification of a proposal submission.**

#### **AWARD AND AUTHORITY**

The Town will evaluate and select the individual or firm based on qualifications; experience and performance with similar projects; responsiveness of the approach to the scope of work and project objectives; ability to work with staff and lay committees; references; ability to provide timely services; awareness of project issues, opportunities, and constraints; and overall cost. The selected firm must be able to meet all municipal, state and federal affirmative action and equal employment opportunity practices and guidelines.

The requested services shall be awarded to the consultant whose proposal is deemed to best provide the services desired, taking into account the requirements, terms and conditions contained in the request for proposals and the criteria for evaluating proposals.

The individual or firm selected will be required to abide by the Town Municipal Code of Ethics.

The Director of Planning will issue notification of award in writing.

#### **PRICING**

All submissions shall be final and binding on the respondent for acceptance by the Town for 120 days from closing of this request for proposals. Special Consideration will be given to responses with extended firm price dates. The Town is always interested in any and all cost reduction opportunities.

A respondent filing a Statement of Qualifications thereby certifies that no officer, agent or employee of the Town who has a pecuniary interest in this request for proposals neither has nor shall participate in the contract negotiations on the part of the Town, that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other respondent of the same call for proposals, and that the respondent is competing solely in its own behalf without connection with or obligation to, any undisclosed person.

#### **ASSIGNMENT OF RIGHTS, TITLES, AND INTERESTS**

Any assignment or subcontracting for work to be performed related to this request, in whole or in part, and any other interest in conjunction with Town procurement shall not be permitted without the express written consent of the Town of Trumbull.

#### **HOLD HARMLESS CLAUSE**

The consultant agrees to indemnify, hold harmless and defend the Town from and against any and all liability for loss, damage or expense which the Town may suffer or for which the Town may be

held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under an agreement with the Town, whether or not due in whole or in part of any act, omission or negligence of the Town or any of his representatives or employees.

### **CONFLICT OF INTEREST**

No purchase shall be made from nor shall services (other than services as an officer, agent, or employee of the Town) be secured from any officer or employee of the Town, or from any partnership or corporation in which such officer or employee is a partner or officer, or holds a substantial interest, unless such relationship and the fact that such purchase is contemplated shall be made known in writing to the agency making such purchase, and notice thereof posted, for at least five (5) days before such purchase be made , in the office of the agency making such purchase and in a public place in the Trumbull Town Hall.

### **INSURANCE**

The successful shall furnish a Certificate of Insurance naming the Town of Trumbull as the additional insured. The insurance is to include Contractor's Liability and Worker's Compensation, thereby holding the Town of Trumbull harmless from all eventualities that may occur relative to this Proposal and the resulting purchase order or contract. The Certificates of Insurance will be provided by companies licensed in the State of Connecticut and will be in amounts of \$1,000,000 General Aggregate, \$1,000,000 Automobile Liability and Worker's Compensation, and Employer's Liability \$100,000 (each accident) to the Town of Trumbull. Such policies shall provide that no coverage shall be changed or cancelled unless thirty- (30) days prior notice of such change or cancellation shall be made to the owner. Such notice shall be made by registered mail; postage prepaid, to the Purchasing Agent, Town of Trumbull, Town Hall, Trumbull, Connecticut 06611. In the event of cancellation, the contractor shall cease all operations on or before the effective date of said cancellation and he shall not commence work again until he has obtained replacement insurance and has delivered a Certificate of Insurance to the office of the Owner's Purchasing Department. The Consultant, shall also, deliver to the Town proof of professional liability insurance in the sum of one (\$1,000,000) million dollars issued by a reputable insurance company. This insurance must be maintained throughout this engagement and proof thereof must be provided upon request.

### **AGREEMENT**

The specifications of the proposal received from the selected firm and the purchase order issued to the consultant shall serve as the agreement. The Town reserves the right, subject to mutual agreement with the successful consultant, to extend the terms of this request, at the proposed rate, for a mutually agreed upon period of time.

### **CANCELLATION OF AGREEMENT**

The Town reserves the right to cancel any contract/agreement, at any time, with thirty (30) days prior written notice to the consultant, should any of the following conditions exist:

Funds are not appropriated by the Town for continuance of this agreement. The Town, through changes in its requirements, method of operation, or program operation no longer has a need for the service.

### **INCURRING COST**

The Town will not be held responsible for any costs incurred by the firm for work performed in the preparation and production of the proposal or for any work performed prior to the issuance of a contract.

### **REJECTION OF PROPOSAL**

The Town reserves the right to reject any or all proposals in whole or in part or to waive any informality or technicality, irregularity or omissions if, in its judgment, the best interest of the Town shall be served.

### **PROPRIETARY INFORMATION**

The Town will not disclose any portion of the proposals except to members of an Evaluation Team prior to contract award. The Town retains the right to disclose the name of the successful consultant, the financial considerations, and any other information in the proposal that is pertinent to the selection of the Consultant.

### **TERMINATION FOR DEFAULT OR FOR THE CONVENIENCE OF THE CONTRACTING AGENCY**

Performance under this contract resulting from this RFP may be terminated by the Town whenever the Consultant, in the sole opinion of the TOWN, is in default of the performance of the contract and shall fail to correct such default within the period specified by the TOWN in a notice specifying default; or the TOWN shall determine that the termination is in its best interest. Termination will be effected by delivery to the Consultant of a notice to terminate, stating the date upon which the termination becomes effective. Upon receipt of the notice to terminate, the Consultant shall prepare to stop all work by the termination date, meet with the Town's representative to review work in progress to determine time critical tasks, and to take such action as is necessary to protect the Town's rights along with cooperative participation when needed in the orderly transition of the work being performed by the Consultant.

### **AMBIGUITY IN THIS REQUEST FOR PROPOSAL**

Prior to submitting a response to this request, it is the responsibility of the Consultant to bring to the attention of the Town any ambiguity in this request. Not to do so shall result in the Consultant forfeiting any claim for adjustment based on such ambiguity as should have been noted by a prudent Consultant.

**TOWN OF EAST LYME  
PLANNING REQUEST FOR PROPOSALS &  
PROFESSIONAL PLANNING SERVICES**

**DUE: FEBRUARY 28, 2022, at NOON, 12:00PM EST**

**REFERENCES**

***(To be submitted with proposal – attach additional pages as necessary)***

Please include references for similar consulting services provided for at least five (5) clients in the past five (5) years (attach any other client references if desired). **PLEASE NOTE IT IS THE TOWN'S INTENT TO COMMUNICATE WITH THE REFERENCES LISTED HEREIN.**

**CLIENT 1:**

Organization Name & Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Description: \_\_\_\_\_

**CLIENT 2:**

Organization Name & Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Description: \_\_\_\_\_

**CLIENT 3:**

Organization Name & Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Description: \_\_\_\_\_

**CLIENT 4:**

Organization Name & Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Description: \_\_\_\_\_

**CLIENT 5:**

Organization Name & Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Description: \_\_\_\_\_



or firm.

Respondents must fully disclose, in writing to the Town on or before the closing date of this request for proposals, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the respondent were to become a contracting party pursuant to this request for proposals. The Town shall review any submissions by respondents under this provision and may reject any proposal where, in the opinion of the Town, the respondent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the respondent were to become a contracting party pursuant to this request for proposals.

Respondents shall make all investigations necessary to inform it regarding the service(s) to be performed under this request for proposals.

Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such person guilty of said misrepresentation or collusion. If the Town enters into a contract with any respondent who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of said contract, the Town may cancel said contract without incurring liability, penalty, or damages.

Minority and Woman Business Enterprises are encouraged to consider submitting qualifications for consideration. The Town is an Affirmative Action - Equal Opportunity Employer.

The Town is issuing this request for proposals for the purpose of determining the benefits of retaining consultants to provide the services described in this Scope of Services and reserves the right to reject any or all responses and to amend this Scope of Services in the process of selecting a consultant. The Town reserves the right to enter into a contracted service agreement with more than one consultant, to divide up services, and to include or not include portions thereof, within any such service agreement as may be required to meet the specialized needs of the Town.

Upon the execution of a contracted service agreement, the Town may take the proposed scope of work and responses (work program) to the legislative body for review and approval of funding. The selected consultant, at no cost to the Town, shall be responsible for attending any and all meetings, public or internal to secure funding for the contracted work program. The contract service agreement will be contingent upon municipal approval of funding.

The applicant is responsible for monitoring the Town website for any possible amendments to this request.

The Town reserves the right to accept or reject any and all proposals in whole or in part that it deems to be in the best interest of the Town.

Kevin Seery, First Selectman