

**COMMUNITY DEVELOPMENT DEPARTMENT**928 5<sup>th</sup> Ave. N, Texas City, TX 77591

## Request for Proposals (RFP)

### HOUSING REHABILITATION SPECIALIST/INSPECTOR SERVICES

The City of Texas City, through its Community Development Department (CDD), is requesting proposals for Housing Rehabilitation Specialist/Inspector services. These services are to be provided in conjunction with the City's CDBG-funded Texas City Housing Rehabilitation Program (TCHRP). The City invites submissions from either firms or individuals, including Section 3, SBE- or D/M/WBE entities.

### BACKGROUND AND CONTEXT

The City of Texas City receives CDBG grants annually from the U.S. Department of Housing and Urban Development that it uses for several activities to benefit the City's lower income residents, and the community as a whole. Texas City allocates a portion of each these grants to its housing rehabilitation program, which provides financial assistance to improve the conditions of housing units owned and occupied by lower income households.

The City is seeking to fill the Housing Rehabilitation Specialist/Inspector (HRS) on a part-time (as needed), contractual basis. The services will be provided through a combination of in-office (CDD), in-the-field, and remote work (if desired). Ideally, applicants will have schedule flexibility, on a week-to-week and ongoing basis, to be able to respond to varying workload demands. The Rehabilitation Specialist can expect to have multiple projects under construction or in a pre-construction stage at any given time. The cost of these rehabilitation projects typically range from \$5,000 to \$25,000 per unit.

The HRS will work under the supervision of the CDD Director and the CDD Program Coordinator.

#### A. Requested Services

The Rehabilitation Specialist shall be responsible for the following tasks. There may be additional tasks to be provided that are not listed below but are consistent with the services to be provided by the Rehabilitation Specialist.

1. Conduct a preliminary inspection of property to determine existing conditions, identify substandard conditions, and code violations. Document inspection with a written inspection report and photographs.

2. Discuss the scope of the desired rehabilitation work with the property owner and discuss work that may not be desired by the owner but is needed to ensure that the TCHRP complies with federal and state requirements.
3. Identify issues relating to lead-based paint, asbestos, and historically significant properties. Serve as the liaison with appropriate agencies to obtain approvals for cases affected by these areas.
4. Prepare a detailed work write-up and specifications for the proposed work to be undertaken through the Housing Rehabilitation Program. Integrate the findings, reports and recommendations of special technical consultants, such as lead paint inspectors, into the work specifications.
5. Estimate the cost of rehabilitation or reconstruction.
6. Work with other program staff to obtaining local approval for projects (e.g., waivers of per unit maximum assistance, etc.)
7. Meet with property owners to review the work write-up, specifications, and prioritize work where necessary.
8. Finalize the scope of work (work specifications) and revise the cost estimate, if needed. Obtain property owner's acceptance of the work specifications and authorization to release the project for bidding.
9. Conduct a pre-bid showing for prospective bidders and respond to inquiries during the bidding process.
10. Modify and issue revised job specifications in writing, if necessary, after pre-bid, to reflect changes that are needed as a result of discussion with prospective bidders.
11. Evaluate bids received and make a recommendation for a contract award.
12. If necessary, obtain clarification about bids, including discussions with bidders to ascertain that they fully understand the scope of the work and the TCHRP and owner's expectations.
13. Provide assistance/information for preparation of construction contract agreements between contractor and property owners.
14. Conduct a pre-construction meeting with the contractor and property owner.
15. Perform on-going project administration through periodic site visits to ensure quality workmanship on each project. The frequency of the visits should be commensurate to the size and complexity of the project.
16. Prepare Change Orders if applicable.
17. Mediate informal owner/contractor disputes.
18. Conduct work inspections prior to releasing progress or final payments to contractors.
19. Review contractor invoices for payments; authorize payments to contractor.

In addition to the above, the Rehabilitation Specialist will provide the following general assistance, as needed, in conjunction with other project staff to help ensure timely and quality implementation of the grant:

1. Assist staff in evaluating the qualifications of new contractors seeking to work in the Program.
2. Provide progress reports upon request.
3. Review program operational procedures, documents and systems.
4. Attend staff meetings to review work load/work flow, and the progress and status of rehabilitation cases.

## B. General Information

### 1. Project Schedule

It is anticipated that a contract will be awarded on or about January 10, 2022. The schedule below outlines the current timetable. *Applicants shall state their availability to commence work, as well as any short- or long-term schedule constraints and limitations.*

<b>RFP advertised and available</b>	<b>November 23, 2021</b>
<b>2<sup>nd</sup> RFP advertisement</b>	<b>November 30, 2021</b>
<b>Proposals due</b>	<b>December 14, 2021, 4:00 P.M.</b>
<b>Interviews</b>	<b>Week of December 20, 2021</b>
<b>Contract award and work start</b>	<b>On or about January 10, 2022</b>

Initially, the City intends to enter into a contract agreement with the selected party for a period of approximately one year. At its sole option, the City reserves the right to extend these services for a period of up to three (3) years total, the maximum period allowed under Texas law. Parties submitting proposals should indicate if they are interested in a contract with a longer term, although such an interest shall not be binding on either the City or the proposer.

### 2. Work Schedule

As an independent contractor, the selected party will have flexibility in its work schedule, but must have the ability to perform the requested services in a manner that is responsive to the Program’s case load volume. It is expected that the work load demands will vary on an ongoing basis, with periods that will required a greater time commitment than at other times. This schedule flexibility can benefit all parties – the property owner, contractors, Program staff and the Rehabilitation Specialist.<sup>1</sup>

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<sup>1</sup> In its response, the proposer should describe its ability (or limitations) to meet periodically with other Program staff during the normal work day. The CDD office’s normal hours are Monday – Friday, 8 AM to 5 PM. It is recognized that a significant portion of the Rehab Specialist’s work could be in the field or at the contracted party’s office.

### 3. General Qualifications

One (1) or more years' experience as a Housing Rehabilitation Specialist/Inspector in Texas. If proposers do not have professional liability insurance they must acknowledge they will obtain such insurance in a minimum amount of \$1,000,000 and maintain such throughout the life of the project. No person debarred pursuant to Chapter 149, §44C, from federally-funded work or disqualified pursuant to Chapter 7, §38F(c) or §38H(g) shall be allowed to bid on this project individually or be included as a sub-consultant to the prime firm.

### 4. Essential Requirements of Position

The Rehabilitation Specialist/Inspector will need the ability to meet physical and other abilities that are essential to the position. These include:

- Ability to provide on transportation to travel to a variety of locations to perform site visits.
- Competence with computers, including word processing and spreadsheets.
- Hand-eye coordination is necessary to operate various pieces of office equipment.
- Ability to stand and walk and use hands to finger, handle, feel or operate objects, tools or controls; and reach with hands and arms.
- Ability to talk and hear. Specific vision abilities required by this job include close vision and the ability to focus.
- Ability to work both independently and collaboratively as part of a team.
- Strong interpersonal skills, and the ability to manage difficult or stressful interactions diplomatically.

### 5. Insurance Requirements

Each party submitting proposals in response to this RFP shall submit a sample "Certificate of Insurance" for items listed below and before the work commences, the insurance company shall send to the City a "Certificate of Insurance" indicating that such insurance is in force. If an interested party does not currently have the coverages cited below, it shall state its ability and willingness to obtain them.

If awarded the contract, the successful party shall make arrangements for its insurance company to notify the City of any termination or material change in the aforementioned insurance at least thirty (30) days prior to the date on which the termination or change takes place.

The firm shall take out and maintain insurance as provided in the preceding paragraph, as follows:

- a. Worker's Compensation Insurance for the protection of all employees throughout the entire period that this contract is in operation with coverage B limit of liability of not less than \$500,000. (This is a requirement of the City for all parties, including individuals/sole proprietors, even though Texas law does not require such).
- b. Comprehensive General Liability for bodily injury, including death, in the amount of \$1,000,000 (for one person) and \$1,000,000 (on account of one accident), including the City as an additional insured.

- c. Property Damage in the amount of \$1,000,000 each occurrence and \$1,000,000 aggregate. The property damage insurance shall include comprehensive for premises/operations, collapse, explosion, and underground damage to public utilities, products/completed operations, contractual, independent contractor, broad form property damage, and including the City as an additional insured. Automotive vehicles, both owned and non-owned, used in conjunction with the job both on and off the public highway shall carry the same rates of insurance for bodily injury and property damage as stated above.

All policies and certificates shall contain an endorsement requiring at least thirty (30) days written notice, nonrenewal or cancellation of coverage to City of Texas City. Compliance by the Contractor with the insurance requirements shall not relieve the Contractor from liability under the full indemnity provisions contained herein.

Losses insured under policies that include the City as a named insured shall be adjusted with the Owner and made payable to the Owner as trustee for the insured, as their interests may appear. The OWNER must be named as one of the insured in each of the above coverage's.

### C. Submission Requirements

In order to comply with the minimum evaluation criteria for this project, applicants are required to submit proposals containing the following:

1. Name, address, and contact information proposer or firm, and principal contact person.
2. Type of organization (i.e., corporation, partnership, joint venture, etc.) including list of participants, as appropriate.
3. History, ownership, and organizational background of the firm or individual.
  - a. Provide a brief history of each individual or firm involved, as well as a synopsis of ownership and organizational structure.
  - b. If the firm responding is a partially- or fully-owned subsidiary of another firm, include the above information for the parent company and an appropriate statement by the parent company in support of the subsidiary's submittal.
  - c. In case the response is by a joint venture or partnership, explain how the responsibilities will be divided
  - d. Indicate (as applicable) that the firm/individual is a Section 3, Small and/or M/WBE enterprise.
4. The submission must be signed by an individual duly authorized to bind the offer.
5. Acknowledge receipt of all addenda issued by the City, or that none has been received.
6. Insurance coverage as described above will be required upon contract execution. State that such coverage is currently in place or will be put in place at contract signing.
7. Provide a brief, narrative description (one or two paragraphs) that demonstrates an understanding of services being requested, including comments or observations as the proposer deems relevant.
8. Provide specific evidence of the individual's/firm's/team's comparable experience involving state or federal funding and number of years of experience. For references, list contact name,

address, telephone number, and a summary description and date of project. The City may contact any or all of these as references. The City may independently contact other parties not listed as a reference.

9. Qualifications/experience: If more than one person will provide services, describe the proposed staffing of the project, and the roles of each person. Indicate the approximate proportion of time (of the total) that each staff person will commit to the project. Include copies of resumes. Proposers are encouraged to submit work samples to enable the City to evaluate the qualifications.
10. Indicate availability on a weekly basis, and any constraints or schedule limitations. Proposers should acknowledge their ability to commence work on or about January 3, 2022 and provide information that corroborates its availability. List other current commitments; provide information relating to any potential conflicting commitments.
11. Compensation may be proposed either on a fixed or not-to-exceed billing basis. The City's preference is to pay compensation on a fixed per-unit basis. Additionally, the City will request a fully loaded hourly rate in the event that extra services are requested. When submitting its proposed compensation, the proposer should also identify any costs not included in the hourly or fixed fee.
12. Complete the following documents attached:
  - Conflict of Interest Questionnaire
  - Certificate of Interested Parties
  - Non-Collusion Bidding Certificate
  - Certification Regarding Debarment, Suspension, and Other Responsibility Matters
  - HB-89 Verification Form

A complete submission package shall be considered one that contains the information described in the preceding section (Proposal Submission Requirements). The City is seeking concise, clear responses that provides the required information. The envelope/email shall be labeled:

**Request for Proposals: Housing Rehabilitation Specialist/Inspector**

Each firm submitting a proposal package in response to this RFP should submit one copy of their proposal in a sealed envelope addressed to:

City of Texas City  
Purchasing Department  
Attn: Debbie Gurka  
1801 9<sup>th</sup> Ave N  
Texas City, TX 77590

The proposal shall remain in effect for 30 days after the submittal deadline. All proposal packages must be received before **4:00 P.M., December 14, 2021**. The Proposal will be publicly opened but not read aloud.

**One (1) copy** of each proposal must be delivered to City by the date and time specified in this RFP. No late submissions will be accepted. Faxed proposals will not be accepted.

Any questions arising from this RFP should be addressed in writing to Mrs. Titilayo Smith, Program Coordinator, Community Development Department, at 928 5<sup>th</sup> Ave. N, Texas City, TX 77591, or at [tsmith@texascitytx.gov](mailto:tsmith@texascitytx.gov). Responses to all questions will be made in writing with copies sent to all firms who have received the RFP. **Questions or requests for clarification must be received on or before 4:00 P.M., Monday, December 6, 2021. Responses to questions will be posted on the City of Texas City's website by 5:00 PM on December 7, 2021.**

All submittals received by the City of Texas City in response to the RFP shall become the property of the City and will not be returned.

#### Withdrawal of Proposal

Any party wishing to withdraw its proposals must do so in writing to Mrs. Smith on or before the submission deadline. The withdrawal may either be submitted by mail or email.

#### Correction or Modification to a Proposal

A party that wishes to correct or modify its submission may do so in writing to Mrs. Smith prior to the submission deadline.

### D. Selection Criteria

Proposals will be evaluated by one or more persons. The following details these procedures and specifies the proposal submission requirements necessary to ensure a fair and equitable selection process.

#### 1. Minimum Evaluation Requirements

The City, through the Community Development Department, will receive all proposals and record the names of the firms/individuals. Submissions that meet the minimum criteria will then be evaluated by a more extensive, qualitative rating system explained below. Proposals that fail to meet all minimum criteria will be rejected from further consideration.

The **minimum evaluation** criteria for this project include:

1. One (1) years' experience as a Housing Rehabilitation Specialist/Inspector in Texas.
2. Moderate computer skills, including proficiency with word processing software.
3. Submissions must be complete, accurate and responsive to RFP requirements, including submission of required certifications.
4. Evidence of insurance coverage must be satisfactory, or, alternatively, the proposer shall state its ability and willingness to acquire the required coverages.
5. Required certifications (listed above under "Submission Requirements") are complete.

Under the City’s determination that Proposers have met all of the minimum criteria outlined above, eligible proposals will then be reviewed as follows.

## 2. Selection Criteria: Qualitative Evaluations

Following are factors that will be used to judge submissions, and how these factors will be rated. Below is a hierarchy of proposal evaluation criteria organized around four rating levels: highly advantageous (HA), advantageous (A), not advantageous (NA) and unacceptable (U). Not all levels apply for all criteria.

Submissions will be reviewed to determine an appropriate rating for each criterion. If more than one evaluator reviews submissions, a summary of the compiled ratings will then be distributed to individual evaluation team members. The team will meet to discuss any major differences between individual members’ ratings and make adjustments, if warranted. Up to three of the highest ranked proposers may be invited to an interview. If interviews are conducted, the evaluations may be adjusted based on the proposer’s effectiveness during the interview. A summary of the rating and ranking (including an assessment resulting from the interview, if conducted) will then be presented to the CDD Program Coordinator with a recommendation for a selection.

The Program Coordinator will thereafter negotiate a contract price with the most highly ranked applicant. If the Program Coordinator is unable to negotiate an acceptable price, she will continue to negotiate with other applicants, in the order of their ranking, until she is successful in agreeing on a contract price. It is the Program Coordinator who ultimately forwards a contract award recommendation to the City Commission.

The intent of this evaluation system is to consider most favorably the applicant with the highest proposals and most responsive submission.

### A. Housing Rehabilitation Specialist Experience in a CDBG- or other HUD-funded Housing Rehabilitation Programs, such as NSP, HOME, or Section 312.

<i>Highly Advantageous:</i>	Five or more years of experience as a Housing Rehabilitation Specialist, with at least three of these years occurring within the past five years.
<i>Advantageous:</i>	Less than five but more than three years of experience as a Housing Rehabilitation Specialist.
<i>Not Advantageous:</i>	Some, but less than three years of experience as a Housing Rehabilitation Specialist.
<i>Unacceptable:</i>	No experience as a CDBG Housing Rehabilitation Specialist or in a comparable position. <i>Applicants receiving this rating for any of the criteria will be eliminated from further consideration.</i>

### B. Demonstrated Knowledge of Federal and State Lead-Based Paint Requirements Relating to Housing Rehabilitation including HUD lead paint regulations under 24 CFR Part 35, Subpart J, and Sections 1012 and 1013 (Title X) of the Residential Lead-Based Paint Hazard Reduction Act of 1992.

- Highly advantageous:* Understanding of the above referenced regulations and attendance at one or more training courses/sessions relating to implementation of these regulations. More than three years of direct experience in applying them to housing rehabilitation projects, as per 24 CFR part 35, Subpart J.
- Advantageous:* Familiarity with above referenced regulations and attendance at one or more training courses/sessions relating to implementation of these regulations, with some but less than at least three years of direct experience in applying them to housing rehabilitation projects, as per 24 CFR part 35, Subpart J.
- Unacceptable:* Little or minimal familiarity and/or direct experience with above referenced regulations and no attendance at training courses relating to implementation of these. *Applicants receiving this rating for any of the criteria will be eliminated from further consideration.*

C. Examples of Previous Work :

- Highly advantageous:* The applicant has provided three work samples of work specifications and cost estimate that City considers is a clear demonstration of the applicant’s understanding of the program, diversity of experience, and technical competence. Applicants are encouraged to include projects that include multiple conditions needed addressing (including lead-based paint hazards). Before and after photos are encouraged.
- Advantageous:* The applicant has provided at least one work sample, but the sample does not reflect the characteristics described immediately above to the same extent as that under “Highly Advantageous”.
- Unacceptable:* Neither was a work sample submitted nor does the applicant elsewhere in its submission show an adequate understanding of the project, nor has the qualifications and experience needed to provide the requested services with full competence at contract commencement. *Applicants receiving this rating for any of the criteria will be eliminated from further consideration.*

D. References:

- Highly advantageous:* Reference checks of the applicant’s past and/or current work indicate a uniformly high level of satisfaction.
- Advantageous:* Reference checks of the applicant’s past and/or current work indicate a generally high level of satisfaction, with few or minor exceptions.
- Not Advantageous:* Reference checks of the applicant’s past and/or current work indicate a mix of satisfaction and dissatisfaction.

*Unacceptable:* Reference checks relating to past and/or current work are sufficient to give reviewers serious concerns about the applicant's performance capabilities. *Applicants receiving this rating for any of the criteria will be eliminated from further consideration.*

## E. Basis for Contract Award

It is the City's intent to award the contract to the individual or firm whose qualifications and experience the City considers most advantageous, considering a combination of factors encompassed by the qualitative evaluation criteria. While fee is not a criterion for identifying the most qualified proposer, it will be a factor during contract negotiations.

### Fee (Price) Proposal

Compensation may be proposed either on a fixed or not-to-exceed billing basis. The City's preference is to pay compensation on a fixed per-unit basis. Additionally, the City will request a fully loaded hourly rate in the event that extra services are requested. When submitting its proposed compensation, the proposer should also identify any costs not included in the hourly or fixed fee.

## F. General Provisions

- Interviews may be held with proposers as the City deems necessary.
- The City reserves the right to cancel this solicitation, or to reject any or all submissions, to solicit new ones, to eliminate any task or part of a task, and/or to award contracts as it deems to be in its best interest.
- Pre-award negotiations may be conducted.
- All proposals become the property of the City of Texas City.
- The selected Contractor shall be expected to comply with all applicable Federal, State and City laws and bylaws in its performance of services.
- All plans and specifications, data and work products resulting from this contract shall become the property of the City of Texas City.
- Unless specifically prohibited by the proposer, the City has the right to disclose information contained in proposals.
- The selected Contractor shall agree to Indemnify, Defend, and Hold the City Harmless from any and all claims arising out of the performance of this contract from the negligence, willful acts or omissions of itself, its employees, agents, or any subcontractors.
- The selection of a successful proposer shall be made without regard to race, color, sex, gender identity, age, religion, political affiliation, marital status, sexual orientation, handicap status, or national origin.

- The City of Texas City is an Affirmative Action/Equal Opportunity Employer and contracting agency. The City encourages submissions from qualified Section 3, Small-, or D/M/WBE firms. Although no affirmative action contracting goal has been placed on this contract, the City will look favorably on those submissions that include such participation.
- The proposer shall certify that no official or employee of the City of Texas City has a financial interest in this offer or in the contract which the proposer offers to execute or in the expected profit to arise there from.
- This contract will be funded from one or more HUD CDBG Program grants and shall be subject to the terms, conditions, and provisions of that Program.