

CITY OF PASADENA REQUEST FOR QUALIFICATIONS

RFQ NO. 21-015

Professional Consulting Services for
Community Development Department
HOME Investment Partnerships (HOME) Program



Jeff A. Wagner
MAYOR

Qualifications Due: Monday, August 09, 2021 by 4:00 P.M. CST

Qualifications may be either mailed or hand delivered to the Office of the City Secretary, 1149 Ellsworth Drive, Suite 200, Pasadena, Texas 77506. Any qualifications received after the above stated time will be returned unopened.

NO LATE QUALIFICATIONS WILL BE ACCEPTED.

Legal Notice

NOTICE TO PROPOSERS RFQ NO. 21-015

The City of Pasadena, Texas invites you to submit sealed responses for our request for qualifications for:

PROFESSIONAL CONSULTING SERVICES FOR COMMUNITY DEVELOPMENT DEPARTMENT HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM

Sealed responses in quadruplicate will be received by the City of Pasadena, Texas on or before **4:00 p.m. CST, Monday, August 09, 2021** in the Office of the City Secretary, 1149 Ellsworth Drive, Suite 200, Pasadena, Texas 77506. **Qualifications will be publicly opened and read on Tuesday, August 10, 2021 at 3:00 p.m.** in Council Chambers, City Hall, 1149 Ellsworth Drive, Pasadena, TX 77506.

All respondents must be registered with the System Award Management (SAM) at www.sam.gov, proof must be enclosed with qualifications.

Request for Qualification documents may be obtained via the Internet by contacting DemandStar.com Commodity Code: **918-19, 918-28, 918-27, 918-31, 918-58 and 918-63** or from the City of Pasadena Purchasing Department web page at <https://www.pasadenatx.gov/>. If you do not have Internet access, you may obtain the documents by contacting the Community Development Department at 1149 Ellsworth Dr., Pasadena, Texas, 77506, (713) 475-7294.

Qualifications may be either mailed or hand delivered to the City Secretary's Office, 1149 Ellsworth Drive, Suite 200, Pasadena, TX 77506. Any qualifications received after the above stated time will be returned to the bidder unopened.

MAILING INSTRUCTIONS: ALL QUALIFICATIONS ARE TO BE ADDRESSED TO THE **OFFICE OF THE CITY SECRETARY**. PLEASE MARK PLAINLY ON THE ENVELOPE, IN THE LOWER LEFTHAND CORNER, "**STATEMENT OF QUALIFICATIONS.**"

The City Council reserves the right to waive any informalities or minor irregularities; reject any and all qualifications which are incomplete, conditional, obscure, or which contain additions not allowed for; accept or reject any qualifications in whole or in part with or without cause; and accept the qualifications which best serve the City.

CAUTION: It is the bidder's/proposer's responsibility to ensure that qualifications are received in the City Secretary's Office prior to the date and time specified above. Receipt of qualifications in any other City office does not satisfy this requirement.

Published in the Pasadena Citizen & on the City of Pasadena Website

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I. Terms and Conditions

This RFQ does not commit the City of Pasadena to award a contract or to pay any costs incurred as a result of preparing such a response. The City reserves the right to accept or reject any and all responses received in response to this request, to negotiate with all qualified respondents or to cancel in part, or in its entirety, this RFQ if it is in the best interest of the City. The City may choose to proceed with any or all portions of this RFQ at its sole discretion.

These instructions are standard for all contracts for commodities or services issued through the City of Pasadena. General Requirements apply to all advertised bids/proposals/qualifications; however, these may be superseded, whole or in part, by the SPECIAL CONDITIONS OR OTHER DATA CONTAINED HEREIN.

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. CHANGES IN SCOPE OF WORK

The City may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be mutually agreed upon and incorporated by written amendment to the agreement.

2. ANTI-LOBBYING PROVISION

DURING THE PERIOD BETWEEN THE QUALIFICATIONS MAILING DATE AND THE CONTRACT AWARD, RESPONDENTS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR QUALIFICATIONS WITH ANY MEMBER OF THE PASADENA CITY COUNCIL OR CITY STAFF EXCEPT IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS, UNLESS REQUESTED BY THE CITY.

THIS PROVISION IS NOT MEANT TO PRECLUDE RESPONDENTS FROM DISCUSSING OTHER MATTERS WITH CITY COUNCIL MEMBERS OR CITY STAFF. THIS POLICY IS INTENDED TO CREATE A LEVEL PLAYING FIELD FOR ALL POTENTIAL RESPONDENTS, ASSURE THAT CONTRACT DECISIONS ARE MADE IN PUBLIC, AND TO PROTECT THE INTEGRITY OF THE QUALIFICATION PROCESS. VIOLATION OF THIS PROVISION MAY RESULT IN REJECTION OF THE RESPONDENT'S QUALIFICATIONS.

3. POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a bid/proposal for services on a City of Pasadena project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid/proposal, that bid/proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by the City of Pasadena.

4. GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

5. GOVERNING LAW

This bid/proposal solicitation is governed by the competitive bidding requirements of the CITY and Texas Local Government Code §252, as amended. Respondents shall comply with all applicable federal, state and local laws and regulations. Respondent is further advised that these requirements shall be fully governed by the laws of the State of Texas and that the City of Pasadena may request and rely on advice, decisions and opinions of the Attorney General of Texas and the City Attorney concerning any portion of these requirements.

6. APPLICABLE LAW AND VENUE

Any agreement resulting from this RFQ shall be construed according to the laws of the State of Texas. The City and vendors agree that the venue for any legal action under this agreement shall be the Harris County, Texas. In the event that any action is brought under any agreement resulting from the RFQ in Federal Court, the venue for such action shall be in the Federal Judicial District of Harris County, Texas.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA)

The Immigration Reform and Control Act (IRCA), also Simpson-Mazzoli Act (Pub.L. 99-603, 100 Stat. 3359, signed by President Ronald Reagan on November 6, 1986) is an Act of Congress which reformed United States immigration law. The Act made it illegal to knowingly hire or recruit illegal immigrants (immigrants who do not possess lawful work authorization), required employers to attest to their employees' immigration status, and granted amnesty to

certain illegal immigrants who entered the United States before January 1, 1982 and had resided there continuously. The Act also granted a path towards legalization to certain agricultural seasonal workers and immigrants who had been continuously and illegally present in the United States since January 1, 1982.

8. ADDENDA

When specifications are revised, the City of Pasadena Community Development Department will issue an addendum addressing the nature of the change. Respondents must sign and include each addendum with the submitted qualifications package.

9. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality is to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

10. QUALIFICATIONS FORM COMPLETION

Unless otherwise specified, respondents must use the qualification forms provided. Forms shall be completed and submitted to the City Secretary's Office. An authorized representative of the respondent shall sign the Qualifications Cover Sheet. The contract will be binding only when signed by the City of Pasadena, funds are certified by the City Controller, as applicable, and a Purchase Order issued.

11. SCANNED OR RE-TYPED RESPONSE

If in its qualification response, respondent either electronically scans, re-types, or in some way reproduces the City's published bid package, then in event of any conflict between the terms and provisions of the City's published bid specifications, or any portion thereof, and the terms and provisions of the qualification's response made by Respondent, the City's specifications as published shall control. Furthermore, if an alteration of any kind to the City's published specifications is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

12. QUALIFICATION RETURNS INCLUDING ALTERNATE QUALIFICATIONS

Respondents shall submit four (4) unbound copies with “ORIGINAL” signatures in a sealed envelope or package of comparable size. **Please cut out and affix the RFQ Label found on page 24 to the outermost mailing envelope (UPS, USPS, FEDEX, etc.) of your qualifications to ensure proper delivery!**

Respondents must return all completed bids to:

**City of Pasadena
City Secretary’s Office
1149 Ellsworth Drive, Suite 200
Pasadena, Texas 77506**

by the date and time specified. Late qualifications will not be accepted, and will be returned to respondent unopened.

13. SUPPLEMENTAL MATERIALS

Respondents are responsible for including all pertinent product data in the returned qualifications package. Literature, brochures, data sheets, specification information, completed forms requested as part of the qualifications package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the respondent wishes to include as a condition of the qualifications, must also be in the returned qualifications package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire qualifications package.

14. DISQUALIFICATION OF RESPONDENT

Upon signing this bid/proposal document, a respondent offering to sell supplies, materials, services, or equipment to the City of Pasadena certifies that the respondent has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid/proposal made to any competitor or any other person engaged in such line of business. Any or all bids/proposals may be rejected if the City believes that collusion exists among the bidder/proposers. Bids/Proposals in which the prices are obviously unbalanced may be rejected. If multiple bids/proposals are submitted by a respondent and after the bids/proposals are opened, one of the bids/proposals is withdrawn, the result will be that all of the bids/proposals submitted by that respondent will be withdrawn; however, nothing

herein prohibits a vendor from submitting multiple bids/proposals for different products or services.

15. AWARD OF CONTRACT

The City of Pasadena anticipates entering into a contract to be most advantageous to the City. The respondent understands that this RFQ does not constitute an agreement or a contract with the City. An official contract or agreement is not binding until qualifications are reviewed and accepted by the City and a written agreement or contract is approved by both the City and the successful respondent. The City Council must award the contract and the Mayor, or other person authorized by the Mayor, must sign the contract before it becomes binding on the City of Pasadena or the bidders. Department heads are NOT authorized to sign agreements for the City of Pasadena.

16. PROTESTS

16.1. All protests regarding the solicitation process must be submitted in written form to the Community Development Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.

16.2. Post-award protests must be submitted in written form to the Community Development Manager within five (5) working days after award and must specify the grounds upon which the protest is based. A valid protest shall;

16.2.1. Come from an actual respondent for the contract, and

16.2.2. Who claim to be the rightful awardee. That is, the protest is not valid if filed by a respondent who cannot show they would be awarded the contract if their protest were accepted.

16.3. The Community Development Manager, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.

17. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

18. INSURANCE

If required, specific insurance provisions will be included in bid/proposal specifications. A copy of an insurance certificate must be submitted within ten (10) days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid/proposal specifications. Failure to provide this document may result in disqualification of bid/proposal.

19. WAIVER OF SUBROGATION

Respondent and respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against City of Pasadena as an indirect party to any suit arising out of personal or property damages resulting from respondent's performance under this agreement.

20. TERMINATION

The City of Pasadena reserves the right to terminate the contract for default if respondent breaches any of the terms therein, including warranties of respondent or if the respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Pasadena may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements.

21. TERMINATION-NOTICE

Either party may cancel the contract at any time after award. The City shall be required to give the vendor notice thirty (30) days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice sixty (60) days prior to the date of cancellation of the contract. The City of Pasadena may terminate the contract without cause upon thirty (30) days written notice.

22. INDEMNITY

CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and elected officials, employees, officers, directors, and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the CITY, directly or indirectly arising out of resulting from or related to bid activities under this bid, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this CONTRACT, all without, however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall promptly advise the CITY in writing of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at CONTRACTOR'S cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this contract, that the INDEMNITY provided for in this section, is an INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT and HOLD HARMLESS the CITY from consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death, or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

22.1. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

23. TAXES

The City of Pasadena is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City of Pasadena claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the City of Pasadena Purchasing Department.

24. ASSIGNMENT

The successful vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Pasadena Community Development Department. Any such assignment or transfer shall not release vendor from all contractual obligations.

25. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the City of Pasadena and the respondent.

26. TERM CONTRACTS

The City of Pasadena acceptance of proposer's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the specifications under PERIOD OF CONTRACT.

27. FISCAL FUNDING

A multi-year purchase agreement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reasons, funds are not appropriated to continue to the contract, said contract shall become null and void on the last day of the current appropriation of funds.

28. FEDERAL FUNDING

Any contract entered into by the City that is to be paid from federal funds shall be limited to payment from the federal funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a federally funded contract. If federal funding should become unavailable at any time for the continuation of services paid for

by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall become null and void.

29. HOUSE BILL 914 DISCLOSURE OF CERTAIN RELATIONSHIPS

The Texas Ethics Commission adopted Form CIQ (Conflict of Interest Questionnaire) pursuant to H.B. 914. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose pertinent information in the Questionnaire Form CIQ.

The questionnaire is to be filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

The CIQ Form can be located at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

30. CERTIFICATE OF INTERESTED PARTIES

The Texas Ethics Commission adopted Form 1295 (Certificate of Interested Parties) pursuant to H.B. 1295. Effective September 1, 2015, Chapter 2252 of the Texas Government Code requires that a business entity (any vendor or person) doing business with a local government entity may not enter into a contract unless the business entity has first submitted a completed Certificate of Interested Parties Form 1295 to the government entity.

The 1295 Form can be located at:

<https://www.ethics.state.tx.us/filinginfo/1295/>

II. Announcement

The City of Pasadena Community Development Department is soliciting submittals from qualified vendors (consulting firms or individuals) with proven experience to provide consultation services for the City's Housing Rehabilitation Services Program administered under the HOME Investment Partnerships (HOME) Program. The selected consultant will be responsible for providing guidance

to ensure compliance with all applicable federal regulations related to funds received from the U.S. Department of Housing and Urban Development (HUD), as well as requirements of the Department of Labor (DOL) in connection with construction management.

This Request for Qualifications has been published in the Pasadena Citizen Newspaper and has been made available via the Internet through DemandStar.com and the City of Pasadena Purchasing Department web page at <https://www.pasadenatx.gov/>. If you do not have Internet access, you may obtain the documents by contacting the Community Development Department at 1149 Ellsworth Drive, 5th Floor, Pasadena, Texas, 77506, (713) 475-7294.

III. Scope of Services

The selected consultant will assist the City of Pasadena in connection with construction management of the City's Housing Rehabilitation Services Program (HRSP) administered under the HOME Program. The HRSP includes rehabilitation or demolition and reconstruction of single-family homes owned and occupied by low to moderate income residents of Pasadena. This position will be responsible for the following duties:

- Conducting initial inspections for potential HRSP projects to determine if homes are eligible for rehabilitation or demolition and reconstruction;
- Perform field inspections for assigned projects under construction to ensure conformity with approved plans and specifications;
- Completing all necessary inspection documents, including reports and photographs;
- Prepare and conduct work write-ups, specifications, and cost estimates for rehabilitation or demolition and reconstruction of single-family residential homes;
- Assisting with formal bidding process;
- Must be able to communicate technical aspects of affordable housing and construction issues in both written and oral formats;
- Reviewing the work products of contractors through field inspections for compliance with standard operating procedures (SOPs), federal regulations (i.e. HUD, DOL and the Davis Bacon Act), Occupational Safety and Health Administration (OSHA) guidelines, state and city regulations and industry standards and codes; and
- Maintain current knowledge of HUD rules and requirements to ensure program compliance.

The selected consultant may be called upon to perform any task that is implied from the list of duties above or any other duties related to construction management as assigned. The consultant will be

performing the above duties on behalf of the City of Pasadena and at no time will present themselves as a City of Pasadena employee.

IV. Schedule of Work

The initial term of the agreement shall be for a period of one (1) year from the date of approval by City Council and retains the right to extend the contract period for one (1) additional year upon mutual agreement between the City of Pasadena and the Contractor. The City may terminate the agreement with or without cause, upon providing thirty (30) days written notice.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Director of Housing and Community Development, or his/her designee. The extension period shall not extend for more than 90 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the services at the prices in effect when the extension clause is invoked by the City.

V. Vendor Requirements

The following lists the minimum qualifications/requirements of the respondent(s) and shall be reflected in the qualifications:

- Minimum five (5) years of experience providing similar services.
- Minimum three (3) references from clients currently or previously served. At least one (1) of the references must be a city/county/state government.
- Demonstrated knowledge of HUD Affordable Housing Programs, particularly the HOME Investment Partnerships (HOME) Program.

Preferred:

- International Residential Code Inspector Certification.
- Experience with inspections related to HUD funded projects.

VI. Request for Qualifications

Responses to this RFQ are to be provided in the following format:

- **RFQ Cover Sheet:** Request for Qualifications Cover Sheet must be signed and submitted with Qualifications.

• **Letter of Interest:** Cover letter introducing the respondent, indicating the respondent's interest in the project and identifying the respondent's ability to provide the services. This letter shall summarize the qualifications in a brief and concise manner. An official authorized to negotiate for the respondent must sign the Letter of Interest. The letter should not exceed one (1) page in length.

• **Organization Profile:** A brief description of the firm or individual, including the years in existence, range of professional services, office location(s), and team size. Information shall be provided to demonstrate that the respondent is knowledgeable regarding the Office of Community Planning and Development (CPD) regulations. Each respondent must be authorized to do business in the State of Texas.

• **Experience and Qualifications:** Provide a brief documentation of the respondent's current and/or prior work relevant to this RFQ, including the name, address, and phone number of three (3) recent and pertinent references, and the primary contact person for such references. Additionally, if applicable, include prior experience specifically in construction management for HUD Affordable Housing Programs, particularly the HOME Investment Partnerships (HOME) Program.

• **Consultant Personnel:** Provide individual resumes for the respondent's professionals and others who will work on the projects, including identification of the project manager and principal contact. The respondent must emphasize its expertise in, and experience with similar programs. The qualifications must identify the primary individuals responsible for supervising and completing the work.

• **Forms:** The following documents must be completed, signed, and returned in the qualifications submission. Respondent shall submit four (4) unbound copies with original signatures

- RFQ Cover Sheet: Request for Qualifications Cover Sheet (must be signed)
- All Issued Addendum (must be signed)
- Letter of Interest
- Organization Profile, Experience and Qualifications
- Consultant Personnel Resumes
- Respondent Information Sheet
- Questionnaire & Checklist
- Non-Collusion Affidavit (**must be notarized**)
- Solicitation Questionnaire
- References (minimum three (3) references)

- Disadvantaged Business Enterprise Form (if applicable)
- Indemnity Clause
- Contractor's Certification of Non-Debarment (**must be notarized**)
- Felony Conviction Form (**must be notarized**)

VII. Consultant Selection Process

If determined necessary by the City, respondents will be interviewed and evaluated. All qualifications are public records. The City reserves the right to request additional information from respondents submitting qualifications. Interviews, if applicable, will be scheduled after a review of qualifications. Award selection will be made to the respondent offering the response which best meets the needs of the City. The award shall be based on the respondent's qualifications including, but not limited to, the references, knowledge and interpretation of the City's needs, and experiences providing similar consulting services.

VIII. Evaluation Method and Criteria

General: The City shall be the sole judge of its own best interests, the qualifications, and the resulting negotiated agreement. The City reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each respondent, including stockholders and principals before making an award. Awards, if any, will be based on both an objective and subjective comparison of qualifications. The City's decisions will be final.

An Evaluation Committee will be appointed to review qualifications. The City's Evaluation Committee will act in what they consider to be the best interest of the City. The City reserves the right to reject any or all qualifications, waive informalities and/or request additional information. The City intends to negotiate a contract with the most qualified firm(s) in a manner that is fair and reasonable for both parties.

If oral presentations are scheduled, representatives of the respondent who will be directly assigned to the account must be present at the interview. During the interview portion of the meeting, the evaluation team shall advise the respondent's representative of deficiencies in the qualifications and shall allow the respondent's representative to satisfy the requirements, questions, or concerns by submitting a final offer. The respondent's representative may decide not to modify their submission and may inform the City that the offer is firm and final. Qualifications will be evaluated using the criteria listed below to ascertain which qualifications best meets the requirements of the City. The

selection of a successful qualifications shall be based on, but not limited to, the listed criteria and the quality and completeness of the submitted qualifications. The items to be considered during the evaluation and the associated weights are listed in the following table.

In the interest of public safety during the current COVID-19 pandemic, any presentations will be held virtually via Zoom. Instructions will be given at the time of the request.

Evaluation Criteria		
	Criteria	Points
1.	Experience and Qualifications	30
1a.	Prior relevant experience and previous projects of a similar nature, background and history	
1b.	Management capability/ Personnel qualifications	
2	References (Provide at least three (3) references)	30
2a.	City/County/State Government reference (Minimum one)	
2b.	Non-City/County/ State Government references	
3.	Capacity to perform (Provide a listing of other commitments/contracts)	20
4.	Responsiveness of Qualifications	20
4a.	Demonstrate understanding of the work to be performed	
4b.	Compliance with Qualifications submission requirements	

IX. Submittal

All qualifications must be received no later than Monday, August 09, 2021 by 4:00 P.M. CST, where they will be stamped on arrival. ***No qualifications will be accepted after the stated deadline.*** Qualifications may be either mailed or hand delivered to the Office of the City Secretary:

Physical Address:

City of Pasadena
 Office of the City Secretary
 1149 Ellsworth Drive, Suite 200
 Pasadena, Texas 77506

All qualifications must be hard copies with original signatures and must be provided in a sealed envelope. Faxes and e-mails are not acceptable. Qualifications that are incomplete or received after the above stated date and time will be rejected and returned to the respondent. Four (4) unbound copies with original signatures are to be submitted. Clearly mark the exterior of each qualifications package:

RFQ NO. 21-015

**Professional Consulting Services for Community Development Department
HOME Investment Partnerships (HOME) Program**

All questions that proposers wish to have addressed and that might require an addendum must be submitted in writing to the Community Development Department, Attn: Sara Rogers at P.O. Box 672, Pasadena, TX 77502, emailed to CommDev@pasadenatx.gov or faxed to (713) 475-7037. Questions must be received at least seven (7) days prior to the bid due date. If required, written addendum will be issued with four (4) days to all bidders who have been send a copy of this RFQ as well as posted on the City of Pasadena website and DemandStar.com.

PLEASE NOTE: No portion of your proposal response can be sent via fax or e-mail. **All addendum issued must be signed and returned with Proposal.**

Qualifications will be publicly opened and read on Tuesday, August 10, 2021 at 3:00 p.m. in Council Chambers, City Hall located at 1149 Ellsworth Drive, Pasadena, Texas 77506.



City of Pasadena

COMMUNITY DEVELOPMENT DEPARTMENT
 1149 ELLSWORTH DRIVE
 PASADENA, TEXAS 77506
 713-475-7294
 FAX 713-475-7037

Request for Qualifications (RFQ)

SUBMIT TO: CITY OF PASADENA CITY SECRETARY'S OFFICE 1149 Ellsworth Drive, Suite 200 PASADENA, TX 77506			
MAILING DATE July 21, 2021	TITLE Professional Consulting Services for Community Development Department HOME Investment Partnerships (HOME) Program	NUMBER 21-015 WRITER S. Rogers	CLOSING DATE & TIME August 09, 2021 by 4:00 P.M. CST
PRE-PROPOSAL DATE, TIME AND LOCATION Not Applicable			
NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL		TAXPAYER IDENTIFICATION NUMBER	
MAILING ADDRESS		NO BID: If not submitting a proposal, state reason below and return one copy of this form	
CITY-STATE-ZIP			
PH:		EMAIL:	
FX:		WEB ADDRESS:	
TOTAL PROPOSAL AMOUNT: Not Applicable		Delivery: Calendar days after receipt of Purchase Order: ____ days (ARO)	
Proposals are firm for Acceptance for 90 days Yes <input type="checkbox"/> No <input type="checkbox"/> Other <input type="checkbox"/>		Payment Terms: ____ %, net ____	
I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Pasadena the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign or transfer to the City of Pasadena all rights, titles and interest in and to all causes to action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of TX for price fixing relating to the particular commodities or services purchased or acquired by the City of Pasadena. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.			
AUTHORIZED SIGNATURE		DATE	PRINTED NAME / TITLE
Please initial by all that apply. I acknowledge receipt of the following addendum Addendum #1 _____ Addendum #2 _____ Addendum #3 _____ Addendum #4 _____			

RESPONDENT INFORMATION SHEET

FULL LEGAL FIRM/COMPANY NAME: _____

BUSINESS STREET ADDRESS: _____

BUSINESS MAILING ADDRESS: _____

BUSINESS TELEPHONE NUMBER: _____

BUSINESS FAX NUMBER: _____

COUNTY: _____ MINORITY OWNED: Yes No # OF EMPLOYEES: _____

ACCOUNTS RECEIVABLES INFORMATION:

CONTACT NAME: _____ TITLE: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____

CORPORATION: PARTNERSHIP: PROPRIETORSHIP: L.L.C.: L.L.P.:

YEAR ESTABLISHED: _____ NUMBER OF YEARS IN BUSINESS: _____

FEDERAL ID NO.: _____

NATURE OF BUSINESS: _____

PRINCIPALS:

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

QUESTIONNAIRE & CHECKLIST

Return four (4) unbound copies of the qualification documents with original signatures in a sealed envelope or package.

Item	Note	Proposer's Initials
1. Terms and Conditions (pgs. 1-9)	I acknowledge reading and understanding the Terms and Conditions.	_____
2. Scope of Services (pgs. 10-11)	I acknowledge reading and understanding the Scope of Services.	_____
3. Vendor Requirements (pg. 11)	I acknowledge reading and understanding the Vendor Requirements.	_____
DID YOU REMEMBER TO:		
4. Fill out, sign and return the Request for Qualifications (RFQ) Cover Sheet (pg. 16)		_____
5. Sign and return all issued Addendum (If applicable) (pgs. 3 & 15)		_____
6. Return Letter of Interest (pg. 12)		_____
7. Return Organization Profile, Experience and Qualifications (pg. 12)		_____
8. Consultant Personnel Resumes (pg. 12)		_____
9. Fill out and return the Respondent Information Sheet (pg. 17)		_____
10. Complete and submit this Questionnaire & Checklist (pg. 18)		_____
11. Fill out and return the Non-Collusion Affidavit and have it Notarized (pg. 19)		_____
12. Fill out and return the Solicitation Questionnaire (pg. 20)		_____
13. Fill out and return the Bidder References Form (pg. 21)		_____
14. Fill out and return the Disadvantaged Business Enterprises Only Form (If applicable) (pg. 22)		_____
15. Fill out and return the Indemnity Clause (pg. 23)		_____
16. Cut and put RFQ LABEL on the OUTERMOST envelope. (UPS, FedEx, Priority, etc.) (pg. 24)		_____
17. Fill out and return Contractor's Certification of Non-Debarment (pg. 25-26)		_____
18. Complete, sign and notarize Felony Conviction Notification (pg. 27)		_____

NOTE: Appendix A (Certificate of Interested Parties) on page 28 should not be returned with the bid packet. This form is only required when the vendor has been awarded the contract.

NON-COLLUSION AFFIDAVIT

State of _____ (State)
County of _____ (County) §.

Being first duly sworn, deposes and says that:

He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of
_____ (Company), the party that has submitted the
attached Proposal;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent
circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or
parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or
indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with
the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such
Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or
conference with any Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other
Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other
Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage
against (Recipient), or any person interested in the proposed Work;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion,
conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents,
representatives, owners, employees or parties in interest, including this affiant.

Authorized Representative's Signature

Company Name

Representative's Name

Representative's Title

On this the ____ day of _____, 20__, before me, the undersigned Notary Public of the State of Texas,
personally appeared the individual whose name is subscribed to within the instrument, and he/she/they
acknowledge that he/she/they executed it.
WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp, or Type as Commissioned)

SOLICITATION QUESTIONNAIRE

The City of Pasadena constantly strives to improve competitive bidding with historically underutilized businesses (HUB). In order to facilitate these improvements, we would like to know how you were informed that this Invitation for Bid was active and how you may have received a copy of the document.

How did you learn of this bid opportunity?

- Direct Contact with Community Development Department
- City of Pasadena Website <https://www.pasadenatx.gov/>
- Bid notification service (i.e. DemandStar)
- Newspaper or trade publication
- Another Vendor or Supplier
- Chamber of Commerce
- North Pasadena Business Association
- Port Area Networking
- Other Means: Describe _____

How did you obtain your copy of the Bid Document?

- Direct Contact with Community Development
 - Via Email
 - Via Fax
 - In Person
- City of Pasadena Website <https://www.pasadenatx.gov/>
- Bid notification service (i.e. DemandStar)
- Other Means: Describe

BIDDER REFERENCES

List three (3) references, preferably a Government (local, county, state) Agency that the City of Pasadena may contact:

1. COMPANY NAME: _____
ADDRESS: _____
CITY/STATE/ZIP: _____
PHONE NUMBER: _____
NAME OF CONTACT PERSON: _____

2. COMPANY NAME: _____
ADDRESS: _____
CITY/STATE/ZIP: _____
PHONE NUMBER: _____
NAME OF CONTACT PERSON: _____

3. COMPANY NAME: _____
ADDRESS: _____
CITY/STATE/ZIP: _____
PHONE NUMBER: _____
NAME OF CONTACT PERSON: _____

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

The City of Pasadena recognizes the certifications of the State of Texas General Services Commission HUB Program. All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
General Services Commission
PO Box 13047
Austin, TX 78711-3047
(512) 463-5872

If your company is already certified, attach a copy of your certification to this form and return with your bid.

Firm Name Submitting Bid

Representative

Title of Authorized Representative

Address

City, State, Zip

Telephone Number

Telefax Number

Indicate all that apply:

- Minority-Owned Business Enterprise
- Women-Owned Business Enterprise
- Disadvantaged Business Enterprise

HUB Certification #: _____

INDEMNITY CLAUSE

THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, PENALTIES, DAMAGES, EXPENSES AND JUDGMENTS OF ANY NATURE AND HOWEVER CAUSED, ARISING OUT OF OR RELATING TO THE CONTRACTOR AND ITS AGENTS, SERVANTS OR EMPLOYEES OPERATIONS IN THE CONCESSION AND CATERING SERVICES PERFORMED BY CONTRACTOR UNDER THIS CONTRACT WITHIN THE CITY, INCLUDING THOSE CLAIMS, DEMANDS, PENALTIES, DAMAGES, EXPENSES AND JUDGMENTS WHICH INVOLVE OR MAY INVOLVE THE ACTUAL OR ALLEGED JOINT NEGLIGENCE OF:

- (i) THE CONTRACTOR OR ANY OF ITS EMPLOYEES, AGENTS, SERVANTS OR EMPLOYEES; AND**
- (ii) THE CITY, ITS OFFICERS, AGENTS, OR EMPLOYEES**

IT IS THE EXPRESSED INTENTION OF BOTH THE CITY AND THE CONTRACTOR THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS INDEMNITY BY THE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES WHERE SUCH NEGLIGENCE IS A CONCURRING CAUSE OF INJURY, LOSS, DEATH OR DAMAGE. FURTHERMORE, IT IS THE EXPRESSED INTENTION OF BOTH THE CITY AND THE CONTRACTOR THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL HAVE NO APPLICATION TO ANY CLAIMS, LOSS, DAMAGE, CAUSE OF ACTION, SUIT OR LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF THE CONTRACTOR OR ANY OF ITS EMPLOYEES. FOR PURPOSES OF THIS INDEMNIFICATION PROVISION, ACTS AND/OR OMISSION OF THE CONTRACTOR'S OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES SHALL BE CONSIDERED THE ACTS AND OMISSIONS OF THE CONTRACTOR.

Company Name of Bidder

Mailing Address (PO Box or street)

City, State, and Zip Code

Name of Authorized Representative

Signature

Title

Telephone #

Fax #

RFQ SUBMISSION LABEL

LATE QUALIFICATIONS WILL NOT BE ACCEPTED!

Please cut out and affix the bid label below to the outermost mailing envelope (UPS, USPS, FEDEX, etc.) of your submission to ensure proper delivery!

✂ Cut along dotted line.

<u>SEALED BID/PROPOSAL/QUALIFICATIONS</u>	
RFQ No.:	21-015
DESCRIPTION:	Professional Consulting Services for Community Development Department HOME Investment Partnerships (HOME) Program
DUE DATE:	MONDAY, August 09, 2021
DUE TIME:	NO LATER THAN 4:00 P.M. CST
COMPANY NAME:	_____

CONTRACTOR'S CERTIFICATION OF NON-DEBARMENT

DATE:	NAME/ADDRESS OF CONTRACTING ENTITY:
PROJECT NAME: Professional Consulting Services for Community Development Department HOME Investment Partnerships (HOME) Program	CITY OF PASADENA COMMUNITY DEVELOPMENT DEPARTMENT P.O. BOX 672 PASADENA, TX 77501-0672
PROJECT NUMBER: RFQ 21-015	
<p>(I) (We) certify that no individual, firm, partnership or association which is hereby bidding on the above-named project is designated as not being debarred from contracting on federally-funded projects or as an ineligible contractor by the Controller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (<i>29 CFR, Part 5</i>) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (<i>10 U.S.C. 276u-2(a)</i>).</p>	
LEGAL NAME AND BUSINESS ADDRESS OF THE BIDDER:	
THE BIDDER IS:	
A SINGLE PROPRIETORSHIP	A CORPORATION ORGANIZED IN THE STATE OF
A PARTNERSHIP	OTHER ORGANIZATION (DESCRIBE)
BIDDER'S FEDERAL ID NUMBER:	

NAME, TITLE AND ADDRESS OF THE OWNER, PARTNERS OR OFFICERS OF THE BIDDER		
NAME	TITLE	ADDRESS

NAME OF BIDDER: _____

BY: _____

(Signature)

(Typed Name and Title)

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, know to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration herein expressed and in the capacity therein stated as the act and deed of said _____.

GIVE UNDER MY HAND AND SEAL OF OFFICE this the ___ day of _____, A.D., 20__.

NOTARY PUBLIC AND FOR
THE STATE OF TEXAS

Name: _____

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever, Makes, passes, utters, or published any statement, knowing the same to be false Shall be fined not more than \$5,000 or Imprisoned not more than two years, or both."

FELONY CONVICTION NOTIFICATION

Note: The Statement of Affirmation Must Be Notarized

STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to provide this information by the person(s) or business entity making the proposal, and the information provided below concerning felony convictions has been personally and thoroughly reviewed, and verified, and is, therefore, current, true and accurate to the best of my knowledge."

- a. ___ firm is a publicly held corporation, therefore, this reporting requirement is not applicable.
- b. ___ firm is not owned nor operated by anyone who has been convicted of a felony.
- c. ___ firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s) _____

Details of Conviction(s) _____

PLEASE CHECK a, b, or c ABOVE AND SIGN BELOW.

Offeror's Name _____

Position/Title _____

Offerors Signature _____

Date _____

Subscribed and sworn to me on this _____ day of _____

Notary Public _____

My Commission expires on _____

APPENDIX A

Pursuant to the requirements of House Bill 1295, 84th Legislative Session, any contract approved by Council is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.		
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.		
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable) <input type="checkbox"/> Controlling <input type="checkbox"/> Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>		
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country) I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year) <div style="text-align: center; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>		
ADD ADDITIONAL PAGES AS NECESSARY		