

October 8, 2018

TOWN OF WINDSOR

REQUEST FOR PROPOSALS HOUSING REHABILITATION INSPECTION/CONSTRUCTION MANAGEMENT SERVICES

INTENT AND GENERAL INFORMATION

The Town of Windsor is requesting proposals from qualified individuals or firms (Consultant) to provide housing rehabilitation inspection/construction management services for its Housing Rehabilitation Loan Program.

The Community Development Office manages the program which assists low- and moderate-income households by providing low-interest loans to correct code issues and bring homes up to standards or to replace roofs, furnaces, boilers and other elements necessary to ensure the continued habitability and safety of properties in emergency situations. A number of these projects also involve steps to reduce household lead-based paint exposure in the scope of work. The Town has a separate contract with a lead consultant to provide assessment and risk analysis reports.

Maximum loan per unit is \$25,000 with an additional \$5,000 forgivable loan available for hazardous materials abatement. The average rehabilitation cost for a single family dwelling is \$20,000. The average cost for an emergency replacement project is \$8,000. Between ten to fifteen units are completed in a typical year.

The Housing Rehabilitation Loan Program is financed with funds from the State of Connecticut Small Cities Community Development Block Grant (CDBG) Program and a program-income generated revolving loan fund. Federal CDBG regulations and Connecticut Department of Housing (DOH) rules apply to the expenditure of these funds. Housing rehabilitation inspection services are considered "activity delivery costs" which the DOH limits to twelve (12%) percent of total project costs.

SUBMISSION, DEADLINE AND QUESTIONS

All proposals shall be submitted in electronic format (PDF) to the following email address: James Bourke, Finance Director, bourke@townofwindsorct.com. The email subject line should be clearly marked with the words: "RFP Housing Rehabilitation Inspection Services". The Town of Windsor takes no responsibility for emails that are undeliverable or delayed. It is the responsibility of the submitter to get email confirmation.

**All proposals must be received by 4:30 p.m. (EDT) Wednesday, October 31, 2018.
Proposals received after that time will not be considered.**

As an option, an original and three (3) copies of the proposal may be placed in a sealed envelope bearing the name and address of the Consultant and clearly marked with the words: "RFP Housing Rehabilitation Inspection Services" and delivered to: Mr. James Bourke, Finance Director, 275 Broad Street, Windsor, CT 06095. Such written proposals must also be received by the above-referenced deadline.

All proposals will be recorded as they are received. There will be no public reading or viewing of proposals. All proposals shall remain firm and cannot be withdrawn for a period of sixty (60) days after receipt.

Questions about the scope of services or this RFP may be directed to Jim Burke, Economic Development Director, 860-285-1877 or burke@townofwindsorct.com. All information given by the Town of Windsor, except this RFP and any written addenda, shall be informal and shall not be binding upon the Town of Windsor.

MINIMUM QUALIFICATIONS

Consultant must have a minimum of three (3) years successful experience in areas related to the construction trades during the past seven (7) years, with at least three (3) years' experience in serving as a rehabilitation specialist/housing construction inspector during this time period.

Proposals must be complete, accurate and responsive to the RFP's requirements.

Evidence of insurance coverage must be satisfactory and meet the minimum requirements included in this RFP.

Consultant or any member of the proposer's team must not be on the federal debarred list.

SCOPE OF SERVICES

The following outlines a scope of services that Consultant will perform for the Town. All work will be carried out in compliance with applicable Small Cities CDBG Program requirements and regulations.

Code Correction Projects

For Code Correction Projects, the major tasks for the Consultant will include:

Initial Inspection - conduct an initial inspection utilizing a standard checklist noting code violations, energy inefficiencies, and desired home improvements. Generate an inspection report including accurate floor plans. Take "before" photographs of interior and exterior elevations.

Initial inspections must be performed within four (4) business days following receipt of a request from Town and written inspection reports must be completed within five (5) business days of the inspection unless otherwise agreed to by the Consultant and Town.

Work Specifications – Generate a work write-up. Work with the property owners to answer any questions regarding the work write-up and make revisions as needed. Prepare cost estimates. For homes constructed prior to 1978, forward the preliminary scope of work to the Town's Lead Inspector Risk Assessor and request a lead inspection/risk assessment be completed. The Lead Inspector will draft lead reduction specifications for each property and submit them to the Town for review. The Town will approve the final lead control specifications for consistency with treatments on a case by case basis. The Town will forward the lead report to the Consultant. The Consultant shall finalize the detailed work specifications and cost estimate.

Bid Preparation – Work specifications will form the basis of all rehabilitation performed on the property and shall be incorporated into the bid documents. Consultant shall prepare bid documents and coordinate with Town the advertisement of the proposed work utilizing an open and competitive bidding process.

Pre-bid Walk-through – Consultant shall conduct a pre-bid walk-through for each property to review the specifications with interested contractors. Following the walk-through, Consultant shall issue addendum(s) to the specifications, if necessary.

Bid Opening – Consultant shall assist Town with a formal bid opening for each project to be held in Town Hall.

Bid Review – Consultant shall review all bids for completeness and reasonableness. Once a low bidder has been determined, the Consultant shall review the bids with the property owner for his/her selection.

Pre-Construction Meeting – Prior to the start of construction, Consultant shall coordinate with Town to hold a formal meeting with the contractor and property owner to review the scope of work and all state and federal requirements.

Progress Inspections – During construction, Consultant shall conduct adequate inspections with documentation to ensure that rehabilitation work is completed as specified and per standard practices of the trade.

Other project related work as appropriate including, but not limited to, completion of required reports, change orders, contractor progress payment approvals and other state and federally required documentation.

Emergency Repair/Replacement Projects

For emergency repair/replacement projects, the major tasks for the Consultant include:

Initial Inspection – Consultant shall complete an initial inspection with each homeowner to determine the extent of work necessary to eliminate the emergency condition and allow continued occupancy of the property.

Initial inspections must be performed within three (3) business days following receipt of a request from the Community Development Office unless otherwise agreed to by the Consultant and Town.

Specifications and Cost Estimate – Consultant shall prepare detailed specifications, itemized cost estimates, and, as necessary, working drawings within two (2) days of the initial inspection or as otherwise required by the Town. The specifications and drawings will be used as part of a bid and contract package. The specifications shall comply with all applicable Town building and property maintenance codes.

Pre-bid Walk-Through - Consultant shall conduct a contractor walk-through to discuss work required, answer questions and issue addendum(s) to the specifications as necessary. Town shall maintain a listing of contractors to be notified regarding participation in pre-bid walk-throughs. Each homeowner has the right to request specific contractors be notified for their particular project.

Review of Bids and Change Orders - Consultant will assist Town in reviewing submitted bids and any proposed change orders.

Final Inspection and Report - Consultant will conduct a final inspection of the work to ensure that it was completed as specified. Final payment to contractor will be approved and required reports will be filed with Town.

Availability - Consultant shall be available to provide required services to the Town, contractors and homeowners between the hours of 8:30 am to 4:30 pm, and after normal business hours on a very limited basis, Monday through Friday.

TERM OF CONTRACT AND SCHEDULE

The term of the contract to perform these services will be for two (2) years from the date of signed contract. Upon mutual consent of the Town and Consultant, the contract may be extended for up to two (2) additional years at the same terms, prices and conditions.

The Consultant will be expected to begin providing services within two weeks of award.

CONTRACT MANAGEMENT

Consultant will work under the direction of the Town's Economic Development Director and will assign one qualified individual, who will be the contact person responsible for directing and coordinating the activities of the Consultant's personnel and subcontractors in all aspects of the contract.

PROPOSAL CONTENT

The proposals shall include:

1. Introductory Letter. Consultant shall submit a letter addressed to the Peter Souza, Town Manager which includes contact information for the firm's contact person, form of ownership (corporation, partnership, LLC, etc.), a brief statement as to the firm's particular abilities and qualifications related to this scope of services and a statement accepting all terms and conditions and requirements contained in this RFP. Include a statement that the proposal will remain in effect for sixty (60) days after the due date for submissions.

2. Experience, Expertise and Capabilities. Describe the firm's and key staff person's relevant experience and technical competence with respect to housing rehabilitation inspection, construction trades, and federal and state housing/community development programs. Provide references for at least two previous clients for related work. Include a list of personnel to be assigned to the project and their resumes.

3. Approach to Project. Briefly describe the firm's process for providing the services required by this RFP including how work is scheduled and what, if any, software programs are used.

4. Fee Schedule. Complete a proposed schedule of fees for services on the attached forms- ATTACHMENT A – SCHEDULE OF FEES, with an explanation of the method for billing the Town.

CONDITIONS

All Consultants must adhere to the following conditions:

1. All proposals in response to this RFP are to be the sole property of the Town. Consultants are encouraged not to include in their proposals any information that is proprietary. All materials associated with this procurement process are subject to the terms of state laws

defining freedom of information and privacy, and all rules, regulations and interpretations resulting from those laws.

2. The Town may amend the terms or cancel this RFP any time prior to the execution of a contract for these services if the Town deems it to be necessary, appropriate or otherwise in the best interests of the Town. It is the Consultant's responsibility to monitor the Town's website for amendments. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At its option, the Town may provide all Consultants with a limited opportunity to remedy any technical deficiencies identified by the Town as a result of their initial review of proposals.

3. Any additions, deletions or changes in the Consultant's personnel assigned to this project must be approved by the Town, with the exception of personnel who have terminated employment. At its discretion, the Town may require the removal and replacement of any of the Consultant's personnel who do not perform adequately, regardless of whether they were previously approved by the Town.

4. All subcontractors hired by the Consultant must have prior approval from the Town.

5. The Consultant represents and warrants that the proposal is not made in connection with any other Consultant and is in all respects fair and without collusion or fraud.

6. All responses to the RFP must conform to instructions. Failure to comply with any requirement of this RFP may be considered appropriate cause for rejection of the response.

7. The contract document will represent the entire agreement between the Consultant and Town and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The Town shall assume no liability for payment of services under the terms of the contract until the successful Consultant is notified that the contract has been accepted and approved by the Town. The contract may be amended only by means of a written instrument signed by the Town and the Consultant.

8. The Town requires that Consultant abide by the Town of Windsor Code of Ethics (Chapter 2, Article IV, Section 11. Sec 2-30). The Code forbids certain town employees from working for parties that may seek Town business within six (6) months of separating from Town employment. The Code also restricts Town employees and officials from taking gifts, favors, etc. from parties that may conduct business with the Town.

EVALUATION OF PROPOSALS

The responsibility for the selection of the Consultant lies with the Economic Development Director based upon the recommendation of an evaluation and selection advisory team.

Criteria to be used in the evaluation and selection process include the following:

1. Specialized experience of the firm and its assigned personnel in the type of work required, including evidence of past experience with residential building rehabilitation.
2. The Consultant's understanding and technical approach to the project.
3. The Consultant's experience with requirements of the Community Development Block Grant program.

4. The Consultant's fee schedule, basis of billing and method of payment.
5. The ability of the Consultant to perform the work in a timely manner.
6. The location of the Consultant's offices.
7. Responses to reference checks.

The Town reserves the right to invite a short list of firms for interviews based upon its review of the written proposals.

RIGHTS RESERVED TO THE TOWN

1. The Town reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the Consultant is in default of any prior Town contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The Town also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the Town will be served.

2. The Town reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the award of a contract already made to a Consultant and subsequently awarding the contract to another Consultant. Such action on the part of the Town shall not constitute a breach of contract on the part of the Town, as the contract with the initial Consultant is deemed to be invalid from the outset and of no effect, as if no contract ever existed between the Town and the Consultant.

3. During the evaluation process, the Town reserves the right to request additional information or clarification from vendors. At the discretion of the Town, firms submitting proposals may be requested to make an oral presentation as part of the evaluation process.

OTHER REQUIREMENTS

Indemnification

The selected Consultant shall indemnify and hold harmless the Town of Windsor and its agents and employees from and against all claims, losses and expenses, including reasonable attorney's fees to the extent caused by the negligent acts, error or omissions of Consultant, or those for whom the Consultant is legally responsible in the performance of the work.

Insurance

The selected Consultant shall procure and maintain for the duration of the contract term minimum insurance to be as follows:

1. Commercial General Liability (CGL) Insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage. The CGL shall be written on ISO occurrence form CG 00011093 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
2. Commercial Automobile Liability Insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, and shall include coverage for all owned, hired, and non-owned vehicles.

3. Worker's Compensation Insurance in the required amount as applies to the State of Connecticut and Employers Liability Insurance as follows:

Bodily Injury by Accident - \$1,000,000 each accident
Bodily Injury by Disease - \$500,000 policy limit
Bodily Injury by Disease - \$100,000 each employee

4. Umbrella Liability Insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

Each policy of insurance shall include a waiver of subrogation in favor of the Town and shall provide no less than thirty (30) days notice to the Town in the event of a cancellation or change in conditions or amounts of coverage. The Commercial General Liability, Automobile and Umbrella Liability shall name the Town of Windsor as an additional insured.

Certificates of Insurance, acceptable to the Town shall be delivered to the Town prior to commencement of the services and kept in force throughout the term hereof. The above insurance requirements shall also apply to all subcontractors and the selected Consultant shall not allow any subcontractor to commence work until the subcontractor's insurance has been obtained and approved.

ATTACHMENT A - SCHEDULE OF FEES - TOWN OF WINDSOR

PAGE 1 OF 2 PAGES

(Complete this page and the next page and return with proposal)

Name of Firm: _____

Please supply a quote for proposed fixed fee for the services described in the RFP

CODE CORRECTION PROJECTS

- | | |
|--|-------------------|
| 1. Initial Inspection, report, and photos of one unit | \$ _____ per unit |
| For each additional unit per property, add | \$ _____ per unit |
| 2. Preparation of specifications and bid prep for one unit | \$ _____ per unit |
| For each additional unit per property, add | \$ _____ per unit |
| 3. Pre-bid walk through and revision/addendum of specs if necessary | \$ _____ per unit |
| For each additional unit per property, add | \$ _____ per unit |
| 4. Pre-construction meeting | \$ _____ |
| 5. Single Progress Inspection for one unit | \$ _____ per unit |
| For each additional unit per property, add | \$ _____ per unit |
| 6. Cost to generate one change order | \$ _____ |
| 7. Final Inspection and report | \$ _____ per unit |
| For each additional unit per property, add | \$ _____ per unit |
| 8. Hourly rate for other work, i.e., consultations, additional drawings, etc | \$ _____ per hour |

A. Based on above, calculate the total cost for one housing rehab project which includes items 1-7 for a single unit property with two progress inspections, one change order and a final inspection.

\$ _____

B. The cost of two hours of other work based on 8.

\$ _____

TOTAL of A + B

\$ _____

ATTACHMENT A - SCHEDULE OF FEES - TOWN OF WINDSOR

PAGE 2 OF 2 PAGES

(Complete this page and return with proposal)

Name of Firm: _____

Please supply a quote for proposed fixed fee for the services described in the RFP

EMERGENCY REPAIR/REPLACEMENT PROJECTS

ROOF REPLACEMENT (Single-family dwelling)

- 1. Initial Inspection, Preparation of specifications and bid prep \$ _____ per unit
 - 2. Pre-bid walk through and revision/addendum of specs if necessary \$ _____
 - 3. Pre-construction meeting \$ _____
 - 4. Final Inspection and report \$ _____ per unit
 - 5. Hourly rate for other work, i.e., consultations, additional drawings, etc \$ _____ per hour
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ROOF REPLACEMENT (Two-family or more dwellings)

- 1. Initial Inspection, Preparation of specifications and bid prep \$ _____ per unit
 - 2. Pre-bid walk through and revision/addendum of specs if necessary \$ _____
 - 3. Pre-construction meeting \$ _____
 - 4. Final Inspection and report \$ _____ per unit
 - 5. Hourly rate for other work, i.e., consultations, additional drawings, etc \$ _____ per hour
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FURNANCE/BOILER/OTHER REPLACEMENT (Single-family dwelling)

- 1. Initial Inspection, Preparation of specifications and bid prep \$ _____ per unit
- 2. Pre-bid walk through and revision/addendum of specs if necessary \$ _____
- 3. Pre-construction meeting \$ _____
- 4. Final Inspection and report \$ _____ per unit
- 5. Hourly rate for other work, i.e., consultations, additional drawings, etc \$ _____ per hour