

**City of Montgomery  
PUBLIC NOTICE  
REQUEST FOR PROPOSALS  
TDHCA HOME HRA**

The City of Montgomery has recently applied for and or received federal funds from the Texas Department of Housing and Community Affairs (TDHCA) for Homeowner Rehabilitation Assistance through the HOME Investment Partnerships Program. Accordingly, the City is seeking to contract with a qualified professional grant management consultant to implement and administer the HOME Program funds and associated activities within the contracted benchmarks.

Please submit your proposal of services and a statement of qualifications for these proposed services to City of Montgomery, PO Box 708 , Montgomery, TX 77356. A copy of the proposal format is available at Montgomery City Hall.

The City must receive proposals no later than 5pm April 18, 2017 to be considered.

The City of Montgomery reserves the right to negotiate with any and all firms that submit proposals, per the Texas Professional Services Procurement Act and the Office of Management and Budget Circular A-102.

Montgomery is an Affirmative marketing/Equal Opportunity Employer and encourages Historically Underutilized Businesses to submit proposals.

Susan Hensley, City Secretary  
(936) 597-3464

## Request for Proposals for Professional Services

City of Montgomery is seeking to enter into a professional services contract with a competent consulting firm to assist in the overall management of its HOME Investment Partnerships Program (HOME Program) contract with the Texas Department of Housing and Community Affairs (TDHCA) for Homeowner Rehabilitation Assistance.

**I. Statement of Qualifications:** A competent consulting firm's qualifications will include: experience administering federally-funded housing construction projects, experience with the HOME Investment Partnership Program, and be a licensed MLO. Proposals must disclose past clients, types of housing programs administered, and résumés of all employees who might provide technical assistance under the winning contract.

**II. Scope of Work:** The contracted firm will manage administrative duties including, but not limited to:

- Administration of the HOME Program in compliance with all applicable local/ state/ federal rules/ regulations;
- Financial management;
- Recordkeeping;
- Environmental clearance;
- Client identification, application intake, eligibility determination, and processing;
- Housing rehabilitation/ reconstruction management in compliance with applicable construction codes/standards/ specifications;
- Contract close-out;

Proposers must describe tasks they would perform to comply with the above administrative duties.

**III. Proposed Cost of Service:** Your proposal must include your firm's estimated cost for each activity identified in the Scope of Work. The City of Montgomery will not use lowest bid as the sole basis for selecting the best bid for this contract.

**IV. Evaluation Criteria:** Proposals will be evaluated and ranked according to the following criteria:

Criteria	Maximum Points
Experience	40
Capacity	20
Work Performance	25
Cost	15
<b>Total</b>	<b>100</b>

**V. Deadline for Submission:** Proposals will be accepted no later than: 5:00 PM on April 18, 2017 at City of Montgomery, PO Box 708, 101 Old Plantersville Road, Montgomery, TX 77356

**VI. Conflict of Interest** – The City of Montgomery is required to comply with conflict of interest regulations at 24 CFR Parts 92.356, 85.36, and 24 CFR 84.42.

### **Conflicts of Interest Policy**

Conflicts of Interest raise issues of governance, tax, and regulatory authority. They also raise concerns in the mind of the public and members of the media, potentially undermining an organization's reputation and good standing.

Generally speaking, a conflict of interest situation arises when a staff member or one of his or her family members holds a personal or financial interest that compromises or could compromise the staff member's independence of judgment in exercising his or her responsibilities. Staff members should minimize conflicts of interest, disclose ethical, legal, financial, and other conflicts, and remove themselves from decision-making if their duties would otherwise call on them to act in a situation involving themselves, their family members, or entities closely associated with them or their family members.

**ACTIONS:** This policy requires staff members to disclose actual or potential conflicts of interest, as well as certain relationships and transactions, to enable an Administrator to report required information on its IRS Form 990 and to enable the Board and management to take steps it considers necessary or advisable to address conflicts of interest.

Depending on the circumstances, a relationship or and transaction disclosed under this policy: (1) may not constitute a conflict of interest; (2) may constitute a permitted conflict – if following certain procedures; or (3) may constitute an altogether prohibited conflict.

# SAMPLE CONTRACT

for

**PROFESSIONAL MANAGEMENT and/or OTHER PROFESSIONAL SERVICES**

## PART I AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the \_\_\_City of Montgomery\_\_\_, hereinafter called the "Administrator", acting herein by the Mayor hereunto duly authorized, and (Name of Professional Service Provider Company) hereinafter called the "Firm", acting herein by the Mayor.

WITNESSETH THAT:

WHEREAS the Administrator desires to implement a Homeowner Rehabilitation HOME contract under the general direction of the Texas Department of Housing and Community Affairs HOME Program and;

WHEREAS the Administrator desires to engage the Firm to render certain services in connection with its Homeowner Rehabilitation HOME contract.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

Part II, Scope of Services, is hereby incorporated by reference into this Agreement.

2. Time of Performance - The services of the Firm shall commence on \_\_\_\_\_ . In any event, all of the services required and performed hereunder shall be completed no later than \_\_\_\_\_ .

3. Access to Information - It is agreed that all information, data, reports, records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to the Firm by the Administrator and its agencies. No charge will be made to the Firm for such information and the Administrator and its agencies will cooperate with the Firm in every way possible to facilitate the performance of the work described in the contract.

4. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$ \_\_\_\_\_. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Contract.

5. Indemnification - The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the

Administrator and its agency members from and against them, and shall assume full responsibility for payments of federal, state and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

6. Miscellaneous Provisions

- a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in \_\_\_\_\_ County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case where one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

7. Terms and Conditions - This Agreement is subject to the provisions titled, "Part IV - Terms and Conditions" and attached hereto and incorporated by reference herein.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

Name of Contract Administrator: \_\_\_\_\_

Signature of Authorized Person \_\_\_\_\_

Date \_\_\_\_\_

Name of Professional Service Provider (Firm): \_\_\_\_\_

Signature of Authorized Person \_\_\_\_\_

Date \_\_\_\_\_

## **PART II PROFESSIONAL MANAGEMENT SCOPE OF SERVICES**

The Management Firm shall provide the following Scope of Services:

### **A. Project Management**

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system
2. Maintenance of filing system
3. Provide general advice and technical assistance to Administrator's personnel on implementation of project and regulatory matters
4. If requested, assist in the procurement of construction services through a sealed bid process, if applicable, and as required by the HOME Program regulations
5. Furnish the Administrator with necessary forms and procedures as required to implement projects under the HOME contract
6. Assist the Administrator in meeting all special condition requirements that may be stipulated in the contract between the Administrator and TDHCA
7. Prepare and submit to TDHCA all documentation necessary for amending the HOME contract, as applicable
8. Conduct environmental clearance procedures as required
9. Prepare and submit Project Set-up, Project Completion, HUB and other required reports
10. Establish procedures to document expenditures associated with local administration of the project
11. Serve as liaison for the Administrator during any review or monitoring visit by staff representatives from either TDHCA or HUD

### **B. Financial Management**

1. Assist the Administrator in proving its ability to manage the grant funds to the state's audit division
2. Assist the Administrator in establishing and maintaining a Direct Deposit bank account and/or separate local bank account, journals and ledgers
3. Assist the Administrator in submitting the required Direct Deposit Authorization form, the Texas Application for Payee Identification Number, the Identification of Contract Administrator form and any other forms as required by TDHCA
4. Prepare all fund draw downs on behalf of the Administrator in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation
6. Provide general advice and technical assistance to Administrator's personnel regarding implementation of project and regulatory matters
7. Assist the Administrator in establishing procedures to handle the use of any HOME program income.

C. Environmental Review

1. Perform environmental assessment procedures and prepare documentation as necessary
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws
3. Document consideration of any public comments
4. Prepare any required re-assessment of environmental assessment and/or documentation as necessary

D. Construction Management (if required for Davis-Bacon compliance)

1. Assist Administrator in documenting compliance with all federal and state requirements related to equal employment opportunity
2. Assist Administrator in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements
3. If required, provide assistance to or act as local labor standards officer. Notify TDHCA in writing of name, address, and phone number of appointed labor standards compliance officer.

4. If required, request wage rates from TDHCA
5. Advertise for bids
6. Make ten-day call to TDHCA
7. Verify construction contractor eligibility with TDHCA
8. Review construction contract
9. Conduct pre-construction conference and prepare reports as necessary
10. Submit any reports of additional classification and rates to TDHCA
11. Issue Start of Construction Notice to TDHCA
12. Review weekly payrolls, including compliance follow-ups, and conduct employee interviews
13. Process and submit change orders to TDHCA prior to execution
14. Obtain Final Wage Compliance Report and submit to TDHCA
15. Provide general advice and technical assistance to Administrator's personnel on implementation of project and regulatory matters

E. Homeowner Rehabilitation/Reconstruction Assistance - OCC

1. Prepare and submit local rehabilitation guidelines, policies and procedures, and work write-ups for all projects to TDHCA for approval.
2. Develop affirmative marketing plan, outreach and necessary application processing/verification forms
3. Screen applicants for program qualification
3. Screen homes for feasibility
4. Conduct lead-based paint assessment
5. Inform all applicants as to eligibility and prepare HOME contract for qualified applicants
6. Prepare work write-ups and cost estimates
7. If requested, assist homeowners in the procurement of contracted construction services
8. Conduct homeowner pre-construction conference and prepare documentation
9. Issue Notice to Proceed to construction contractor(s).
10. Ensure that all construction activities meet or exceed Texas Minimum Construction Standards.



11. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries
12. Maintain client files following TDHCA requirements
13. Manage dispute resolution process as required

F. Homebuyer Assistance - HBA

1. Prepare and submit local rehabilitation guidelines, policies and procedures, and work write-ups for all projects to TDHCA for approval
2. Develop affirmative marketing plan, outreach and necessary application processing/verification forms
3. Screen applicants for program qualification
4. Screen homes for compliance with the Texas Minimum Construction Standards
5. Conduct lead-based paint assessment
6. Inform all applicants as to eligibility and prepare HOME contract for qualified applicants
7. Conduct or assist with acquisition of homebuyer education
8. Assist lender with completion of second lien documents and ensure their timely submission to TDHCA
9. Ensure that all construction activities meet or exceed Texas Minimum Construction Standards
10. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries
11. Maintain client files following TDHCA requirements
12. Manage dispute resolution process as required.

F. Fair Housing / Equal Opportunity

1. Assist the Administrator in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period
2. Maintain documentation of all project beneficiaries by ethnicity and gender
3. Prepare Section 3 and Affirmative Marketing Plan
4. Perform all Section 504 requirements and prepare documentation as necessary
5. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet

#### H. Audit / Close out Procedures

1. Prepare the final Project Completion Report, including Historically Underutilized Businesses (HUB) Report and Certificate of Contract Completion
2. Assist Administrator in resolving any review, monitoring and/or audit findings
3. Assist Administrator in resolving any third party claims
4. Provide auditor with HOME audit guidelines

#### **PART III – PAYMENT SCHEDULE FOR PROFESSIONAL MANAGEMENT SERVICES**

Administrator shall reimburse the Firm for management services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

	<b>Milestone</b>	<b>Percent of Contract Fee</b>
	• Establishment of recordkeeping system	5%
	• Completion of Environmental and/or /Special Conditions Clearance	15%
	• Completion of Program Design	10%
	• Completion of the Bid/Contract Award Process	20%
	• Labor standards compliance	5%
	• Comply with EEO / Fair Housing requirements	10%
	• Completion of construction	25%
	• Filing of all required close-out documentation and/or information	10%

Total	100%
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**NOTE:** Percentages of payment listed here are guidelines based on management services typically provided. The payment schedule should be tied directly to the actual Scope of Services identified in Part II Administrative Scope of Services. The Administrator may also opt to reimburse for professional services on an hourly basis. Modifications to the payment schedule should be submitted to the TDHCA for approval.

## PART IV – TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the Administrator shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the Administrator, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
  - a. Notwithstanding the above, the Firm shall not be relieved of liability to the Administrator for damages sustained by the Administrator by virtue of any breach of the Contract by the Firm, and the Administrator may withhold any payments to the Firm for the purpose of set off until such time as the exact amount of damages due the Administrator from the Firm is determined.
2. Termination for Convenience of the Administrator. The Administrator may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the Administrator as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The Administrator may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the Administrator and the Firm, must be incorporated in written amendments to this Contract.
4. Personnel.
  - a. The Firm represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Administrator.
  - b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

- c. None of the work or services covered by this Contract shall be subcontracted without prior written approval of the Administrator. Work/services subcontracted hereunder shall be specified by written contract/agreement and shall be subject to each provision of this Contract.
5. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Administrator thereto: Provided, however, that claims for money by the Firm from the Administrator under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Administrator.
6. Reports and Information. The Firm, at such times and in such forms as the Administrator may require, shall furnish the Administrator such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Firm shall ensure that the Administrator maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. Administrator shall retain such records, and any supporting documentation, for the greater of three (3) years from closeout of the Contract or the period required by other applicable laws and regulations, if greater.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the Administrator.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the state and local governments, and the Firm shall make the Administrator harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability or familial status. The Firm will take affirmative marketing to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, disability or familial status. Such action shall include, but not be limited to, the following: Employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Administrator setting forth the provisions of this non discrimination clause.
- b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability or familial status.
- c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.

12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

13. Section 109 of the Housing and Community Development Act of 1974.

- a. No person in the United States shall on the ground of race, color, religion, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training

and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of TDHCA issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The Firm will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Firm will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 .F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of TDHCA issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

15. Section 503 Handicapped (if \$2,500 or Over) Affirmative marketing for Handicapped Workers.

- a. The Firm will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to

take affirmative marketing to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- b. The Firm agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the Firm's non compliance with the requirements of this clause, actions for non compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Firm's obligation under the law to take affirmative marketing to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e. The Firm will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative marketing to employ and advance in employment physically and mentally handicapped individuals.
- f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non compliance.

16. Interest of Members of a Administrator. No member of the governing body of the Administrator and no other officer, employee, or agent of the Administrator who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Firm shall take appropriate steps to assure compliance.

17. Interest of Other Local Public Officials. No member of the governing body of the Administrator and no other public official of such Administrator, who exercises any functions or responsibilities in connection with the planning and carrying out



of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.

18. Interest of Firm and Employees. The Firm covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.