

**Request for Qualifications (RFQ)
For
Inspection Services for Residential
Energy Efficiency Program (REEP)**

**Submittal Date
July 20, 2009**

**City of Houston
General Services Department
Special Projects Division**

**REQUEST FOR QUALIFICATIONS (RFQ)
FOR
INSPECTION SERVICES FOR THE
RESIDENTIAL ENERGY EFFICIENCY PROGRAM**

I. PURPOSE

The City of Houston, General Services Department (GSD) invites the submittal of Statements of Qualification (SOQs) from firms interested in providing inspection services for the City of Houston's Residential Energy Efficiency Program (REEP).

The City has embarked on a broad based energy efficiency program targeted at the residential sector to promote and administer weatherization of existing homes within the City limits. Presently, the REEP weatherization program has weatherized approximately 6,000 homes. GSD continues to engage neighborhoods throughout the City of Houston to encourage participation in the weatherization effort. In August 2009, the City of Houston is receiving \$23 million from the Department of Energy to be used to weatherize residential housing. The City plans on weatherizing 8,000 to 10,000 homes with this funding. One component of this project is a requirement to ensure the appropriate weatherization measures are correctly and safely installed in each housing unit. The expectation is that the inspection team will provide all services necessary to assess and verify whether appropriate weatherization measures have been put in place, as well as measure and determine the energy efficiency improvement resulting from the installation.

II. PRE-SUBMITTAL MEETING

A pre-submittal meeting will be held at 9:00 a.m. on **July 13, 2009**, at City Hall Annex 900 Bagby, Second Floor Conference Room, to discuss this solicitation. Attendance at the meeting is not mandatory.

Before the pre-submittal meeting date, the City will welcome any written questions submitted, faxed or emailed to:

Gavin Dillingham, PhD
Director of Special Projects
General Services Department
900 Bagby, Second Floor
Houston, Texas 77002
Fax: 832-393-8140
Gavin.Dillingham@cityofhouston.net

- The City will not be bound by any information conveyed verbally. The City will provide, in writing, any clarifications, changes and/or other information, deemed to be necessary, as addenda to this RFQ.

- Addenda will only be provided to pre-submittal meeting attendees and known RFQ holders registered with GSD.
- No Addendum will be issued later than noon on **July 15, 2009**, before the Submittal Date, except Addenda with minor clarifications, withdrawing RFQ, or postponing the Submittal Date.

III. OBJECTIVE

GSD proposes to retain a qualified firm to provide the services described herein. Firms and team members with significant experience in providing home construction/remodeling inspection services will be given prime consideration for this project. Those firms that participate in this RFQ process will be referred to as "Respondents".

IV. SCOPE OF WORK

Project Name: Residential Energy Efficiency Program Post Inspection
Location: City Wide
Schedule: Post inspections from August 2009 to July 31, 2011

The firm will, as part of this project, provide post weatherization inspection services for REEP.

The funding available for this inspection project is approximately \$1.5 Million.

The following services will be required:

- Appointment. The firm will be responsible for setting up an appointment for each home that has received weatherization measures.
- Post Blower Door Test. After setting up this appointment, the firm will arrive at the house and conduct a blower door test. This blower door test will be compared with the blower door test that was conducted during the initial assessment. The firm will then enter the results in the Quickbase database to determine effectiveness of installed measures.
- Inspection. Each home weatherization contractor will be responsible for installing specific measures based on a weatherization measures priority list provided by the Department of Energy. The firm conducting the inspection will be responsible for ensuring that the measures installed by the weatherization contractor are the measures listed on the priority list and that no more or less of the measures are installed. The firm will inspect the outside and inside of the house for proper installation of the weatherization measures. This includes ensuring that the

required materials were installed, the materials were installed correctly and that no safety hazards exist related to the installation of the weatherization measures.

- D. Customer Survey. The firm will be responsible for providing and conducting a written survey to each household to ensure that there is complete satisfaction with the weatherization project. The firm will also be responsible for reporting whether the household is not satisfied.

V. SUBMITTAL AND SELECTION CRITERIA

- 1.0 To enable the City to efficiently evaluate SOQs, it is MANDATORY that Respondent follows the required format in preparing its SOQ. SOQs that do not conform to the prescribed format will not be evaluated.
- 2.0 The SOQ shall consist of **six** standard binders. The binders shall be submitted in a sealed box. Respondent shall clearly identify the Project, SOQ Submittal Date, and Respondent's name on the outside of the box.
- 3.0 Binders are used to ensure that pages are not lost. Each binder shall be no more than one inch thick. Pages shall be no larger than letter-size (8½" by 11"). Tabbed sections, as defined below, shall separate information provided. Elaborate binders and dividers are not required nor wanted.
- 4.0 **Six SOQs shall be delivered to City Secretary** of the City of Houston, in the Margaret Westerman Building (a.k.a. City Hall Annex), Public Level, 900 Bagby Street, Houston, TX. 77002, before 2:00 p.m., local time, **Monday, July 20th, 2009**. Late submittals will not be accepted for any reason.
- 5.0 The selection criteria and corresponding point values are set out in Tabbed Sections I thru VI.
- 6.0 Each of the binders shall be organized in the following order:
 - A. Outside Cover of Binder: This shall clearly identify the Project, Submittal Date, and Respondent's name.
 - B. Tabbed Section I: **Experience (30 points)**.
Provide a brief statement of Respondent's capabilities and experience (500 word maximum). Provide three examples of Respondent's successful experience over the last five years with similar projects. Provide name of client, address, and telephone number for verification.
 - C. Tabbed Section II: **Capacity (25 points)**.
Respondent must demonstrate that they have the personnel necessary to perform the services required; evidence that Respondent possesses all

applicable licenses. Evidence includes a list of applicable licenses, license holders, and license numbers.

D. Tabbed Section III: References (15 points).

Provide at least three references over the last five years from clients, with their address and telephone number.

E. Tabbed Section IV: Project Management (15 points).

Respondent's proposed supervisory personnel. Provide qualifications and experience of Respondent's Project Manager on projects with similar scope, complexity, and value. City may include a "key persons clause" as part of the contract committing supervisory personnel to the project as proposed.

F. Tabbed Section V: Years In Business (5 points).

Documentation establishing the number of years Respondent has been in business. Minimum number of years in business required is five.

G. Tabbed Section VI: Claims History (10 points).

List any legal judgments pending, or entered in the previous two years, against Respondent, as well as a current list of pending litigation filed against Respondent. List any complaints filed with the Better Business Bureau.

- Total Point Value for the criteria noted above in Tabbed Sections I thru VI equals **100** possible points.

VI. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS AND INFORMATION

- A. Respondents shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City for the purposes of influencing this selection. Any attempt by the Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.
- B. Respondents who provide false or misleading information, whether intentional or not, in any documents presented to the City for consideration in the selection process shall be excluded. Any false or misleading information in these documents would, in effect, render the entire document suspect and therefore useless.
- C. INQUIRIES – Please do not contact the City during the selection process to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so.

- D. **COST OF RFP** – The City will not be responsible for costs incurred by anyone in the submittal of qualifications or for any costs incurred prior to the execution of a formal contract.
- E. **PUBLIC INFORMATION ACT** - The Attorney General generally takes the position that all proposals submitted in response to RFP's are subject to public disclosure under the Public Information Act, Chapter 552 of the Texas Government Code, once a winning proposal has been announced. If a proposal submitted to the City contains confidential information, trade secrets, or any information the submitter believes is exempt from the Public Information Act and similar laws, each page deserving such protection must be clearly labeled (e.g., "CONFIDENTIAL"). Such labeling, while helpful in identifying such information, is no guarantee that it will not be made public. It is the City's policy to inform a proposer when its information is subject to a request for public disclosure so that the proposer may raise arguments on its own behalf to the Attorney General explaining how its information falls within the statutory exceptions to public disclosure found in the Public Information Act. The City will not raise any arguments on behalf of proposers to except the requested information from public disclosure. The City will comply with any letter ruling received from the Attorney General regarding the release or the withholding of the requested information. The City assumes no liability for protecting such information from intentional or unintentional disclosure, even if it is clearly labeled.
- F. **CITY CONTRACTING REQUIREMENTS** - In order to be selected, the Proposer must be willing to comply with the contract requirements listed below and in Appendix 1. The exact contract language will be provided to the prevailing proposer during contract negotiations. While there is some room for negotiation, most of the City's contracting requirements are mandated by statute, ordinance, executive order, the City's home-rule charter, or City policy, and are generally not open for negotiation.

At a minimum, the following standard provisions will be in the final contract:

Release. Release of the City from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance.

Indemnification. Indemnify and hold the City harmless for all claims, causes of action, liabilities, fines and expenses for injury, death, damage or loss to persons or property sustained in connection with or incidental to its performance. In instances of concurrent negligence, this is limited to the statutory maximum or \$1,000,000, which ever is greater.

Insurance. Insurance in the kinds and minimum amounts set forth in Table 1 of Appendix 1 from insurers that have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better. Provide certificates of insurance demonstrating compliance prior to execution of contract.

Documentation. All reports, documents and drawings specifically prepared for and deliverable to City shall become City's property upon delivery.

M/WBE Compliance. Make and document a good faith effort to award at least 24% of its subcontracts or supply agreements to minority and small business enterprises.

Drug Abuse, Detection and Deterrence. Comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31, including filing its drug-free workplace policy with the City, agreeing to a drug policy compliance program, and identifying any safety impact positions.

Non-Appropriation. Acknowledge the impact that Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, may have on the City's ability to pay its contractual obligations.

Independent Contractor. Perform all work and services as an independent contractor.

Force Majeure. Timely performance by either party may be temporarily excused by a force majeure event.

Texas as Applicable Law; Harris County as Venue. The contract shall be governed by the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction. The Contractor must consent to Venue for any litigation being Harris County, Texas.

Inspections and Audits. Representatives of the City have the right to perform, or to have performed: (1) audits of books, records, and support for invoices, and (2) inspections of all places where work is undertaken. Contractor shall keep its books and records available for this purpose for at least 4 years after the Contract terminates.

Contractor Debt. If Contractor incurs a debt, as defined in Section 15-122 of the Houston City Code of Ordinances, it shall immediately notify the City Controller, and pay such debt within 30 days. Failure to settle the debt in a timely manner, shall permit the City to deduct funds in an amount equal to the debt from any payments due Contractor, and Contractor waives any recourse.

Pay or Play. Comply with the City's Pay or Play health insurance program, as set out in Executive Order 1-7, including certifying its compliance prior to executing the contract.

Exceptions to Contract

The successful Respondent will be expected to sign a final contract that covers, at a minimum, each of the above topics. If the Respondent takes exception with any of them, it must clearly identify these exceptions. For each exception noted, the Respondent shall state why compliance is not feasible and what alternatives are available for consideration. Significant deviations from the contract terms may be grounds for rejection or a lower ranking in the evaluation.

Diligence in Negotiation

Failure to timely execute the contract, or to furnish any and all certificates and certifications, Executive Order 1-31 disclosure and compliance forms, or other materials required in the contract, shall be deemed an abandonment of an agreement offer. The City may select another firm.

Appendix 1

TABLE 1

REQUIRED COVERAGES

<u>(Coverage)</u>	<u>(Limit of Liability)</u>
1 Workers' Compensation:	Statutory Limits for Workers' Compensation
2 Employer's Liability:	Bodily Injury by Accident \$500,000 (each accident) Bodily Injury by Disease \$500,000 (policy limit) Bodily Injury by Disease \$500,000 (each employee)
3 Commercial General Liability: Including Contractor's Protective, Broad Form Property Damage, Contractual Liability, Explosion, Underground and Collapse, Bodily Injury, Personal Injury, and Products and Completed Operations (for a period of one year following completion of the Work).	Combined single limit of \$500,000 (each occurrence), subject to general aggregate of \$1,000,000; Products and Completed Operations, \$1,000,000 aggregate
4 Automobile Liability Insurance: (For automobiles furnished by Contractor in the course of its performance under this Agreement, including Employer's Non-Owned and Hired Auto Coverage)	\$1,000,000 combined single limit each occurrence
5 Errors & Omissions	\$1,000,000 per claim per aggregate

Defense costs are excluded from the face amount of the policy.

Aggregate Limits are per 12-month policy period unless otherwise indicated.

Gavin Dillingham, PhD
Director of Special Projects
General Services Department

Date: 7/1/09