

**CITY OF BAYTOWN
REQUEST FOR PROPOSALS**

Professional Services for the Preparation of 5-Year Consolidated Plan, Action Plan, and Assessment of Fair Housing



Proposals Due: Friday, December 6, 2019, at 10:00 A.M.

Submit to: City of Baytown
Planning & Development Services Department
Attn: Chris Chavis
2401 Market Street
Baytown, TX 77520

No late proposals will be accepted.



REQUEST FOR PROPOSALS
Preparation of Five-Year Consolidated Plan, One-Year Action Plan
and Assessment of Fair Housing
City of Baytown, Texas

I. ANNOUNCEMENT

The City of Baytown is soliciting proposals from qualified vendors (consulting firms or individuals) with proven experience to prepare the City's *2020-2024 Consolidated Plan* and *2020-2021 Action Plan*, and prepare the *Assessment of Fair Housing* in accordance to applicable regulations set forth by the U.S. Department of Housing and Urban Development (HUD). The selected planning consultant will be responsible for providing complete technical and project management services for the duration of the project.

II. INTRODUCTION AND BACKGROUND

The City of Baytown is approximately 20 miles east of Houston and is the 4th largest incorporated city in Harris County with a population of 77,556 people (population based on the 2012-2016 American Community Survey 5-year estimates). The City of Baytown is an entitlement community in the U.S. Department of Housing and Urban Development (HUD) administered Community Development Block Grant (CDBG) Program. As such, the City is required to undertake the Consolidated Planning process and an assessment of fair housing issues in accordance with the Affirmatively Furthering Fair Housing (AFFH) rule, under the new Assessment of Fair Housing (AFH) approach.

The City of Baytown has been a CDBG entitlement community since 1987. CDBG funds can be used with great flexibility to provide “decent housing, a suitable living environment, and expand economic opportunities principally for persons of low and moderate income”. In addition to the CDBG funds, the City recently applied for and received HOME funding from the Texas Department of Housing and Community Affairs (TDHCA). Baytown does not currently receive HOME funds through HUD and is not a HOME participating jurisdiction.

III. PROJECT OVERVIEW

This Request for Proposal (RFP) is intended for three separate planning documents, which will ideally share the same data sources. The work resulting from this RFP will be a comprehensive planning effort and process whereby the community establishes a unified vision for housing and community development with these specific products:

- The *2020-2024 Consolidated Plan* identifying Baytown's housing and community development needs, setting priorities, and describing how HUD resources will be used for activities designed to meet needs. The Consolidated Plan must be submitted to HUD using the eCon Planning Suite.
- The *2020-2021 Annual Action Plan* (embedded in the Consolidated Plan) providing HUD with a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used during the year to address the priority needs

and specific goals identified by the Consolidated Plan. The Action Plan must be submitted to HUD using the eCon Planning Suite.

- An Update to the *Assessment of Fair Housing* (Fair Housing Plan with Analysis of Impediments was last completed in 2015). Update shall use current data to be consistent with the 2020-2024 Consolidated Plan.

Consultant must use the latest demographic, socioeconomic, GIS, appraisal district, and land use information supplied by the City, Texas Department of Housing and Community Affairs, HUD, the Houston-Galveston Area Council, the U.S. Census Bureau, and other applicable data sources. Input from local stakeholders including, but not limited to, sub-recipients, citizens, public and private social service organizations, multifamily housing complexes, and other governmental agencies, must be incorporated to make recommendations and create documents.

IV. SCOPE OF WORK

The City intends to select a planning consultant capable of performing all responsibilities normally associated with accomplishing the scope of work. The scope of work for the Request for Proposal should include, but is not limited to, the following tasks:

A. Consolidated Plan and Action Plan

Prepare the Consolidated Plan covering the period of October 1, 2020 through September 30, 2024, that will provide a unified and comprehensive framework for the City's housing and community development programs over the next five years. The consultant will be expected to work closely with and provide guidance to Community Development staff members to successfully complete the Consolidated Plan and follow the guidelines prescribed by HUD in accordance with 24 CFR Parts 91 and 570 and associated HUD guidance within the limited timeline for submittal. Embedded in the Consolidated Plan will be the 2020-2021 Annual Action Plan covering the period of October 1, 2020 through September 30, 2021. The Action Plan will provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used during the year to address the priority needs and specific goals identified by the Consolidated Plan.

The consultant will be responsible for a variety of deliverables including, but not limited to:

- Statistical and informational data collection and preparation of charts and narrative to prepare housing and homeless needs assessment (24 CFR 91.205) and housing market analysis (91.210);
- Consultation with public and private agencies as outlined in 24 CFR 91.100, including those that provide affordable/subsidized housing; health and public/human/social services; state or local health and child welfare agencies regarding lead based paint hazards; adjacent units of local government, including planning agencies; and the PHA;
- Citizen participation activities such as publishing information, surveys, coordinating meetings, focus groups and hearings, and summarizing information. Such activities must be carried out consistent with HUD guidance regarding providing meaningful language access and must respond to public comments as outlined in 24 CFR 91.100;

- Using needs information obtained through data collection, consultation and citizen participation to make recommendations for a Strategic Plan as outlined in 91.21,5 and for any associated policy issues;
- Submitting an initial Draft Plan for staff review, facilitating the public review process for the Draft Plan, and providing a Final Plan for submittal to HUD;
- The production of a Draft 1st Year Annual Action Plan, and Final 1st Year Annual Action Plan for submittal to HUD;
- One electronic copy submittal in HUD's required eCon Planning Suite web-based format. The document shall be prepared using the web-based eCon Planning Suite. It shall be outlined in a document format compatible with the eCon Planning Suite and agreed upon by the Consultant and City staff. The City has final determination on cover graphics and document(s) formatting;
- Citizen Participation and Consultation: Develop a list of housing and community development stakeholders in the City. Provide meaningful involvement of citizens, community-based organizations, businesses, elected officials, housing and service providers in the planning process. Conduct regular consultation with City staff (see above), as well as meaningful language access to persons with Limited English Proficiency (LEP);
- Executive Summary;
- Housing Market Analysis and Needs Assessment: Collect and analyze statistical information that provides an overall picture of the housing needs of the City
- Non-Homeless Special Needs Assessment;
- Housing and Community Development Strategic Plan;
- Attachments/Other: Source documentation and date; memorandums, public announcements as published, information packets, surveys, questionnaires and other materials as applicable, written public comments, summaries of verbal comments and responses, presentation materials for stakeholder meetings, public meetings and public hearings; and
- Final Approval- Should HUD not grant Final Approval of the Consolidated Plan, the Consultant must bring the document to an acceptable level within the HUD-designated time frame at no additional cost to the City.

The Consolidated Plan should directly link identified priority needs with community goals and objectives while providing a clear direction for developing future one-year Action Plans in HUD's eCon Planning Suite. The specific requirements for the Consolidated Plan and Action Plan can be found in the Code of Federal Regulations, Title 24, Section 91, et. seq. (24 CFR 91).

The Executive Summary should be prepared using brief narratives, graphs, tables, pictures, and charts in a user-friendly format that can be distributed separately. The City's five year Consolidated Plan and one year Action Plan must be submitted to HUD on or before August 14, 2020. The final draft must be delivered as a hard copy, a digital copy, and in the eCon Planning Suite as prescribed by HUD with any and all requested revisions for final acceptance.

B. Assessment of Fair Housing (AFH)

The consultant will be expected to work closely with and provide guidance to Community Development staff members to successfully utilize the AFH Assessment Tools and follow

the guidelines prescribed by HUD. The consultant will be expected to assist the City staff to ensure the successful completion of the AFH in accordance with the AFFH Final Rule and associated HUD guidance within the limited timeline for submittal.

The consultant will be responsible for a variety of deliverables including, but not limited to:

- Assessing of past Fair Housing goals and actions and prepare a summary;
- Analyzing HUD data on Fair Housing Issues and prepare a summary description;
- Compiling and analyzing relevant local data to prepare a summary description;
- Developing a detailed strategy for effective public participation, including stakeholder identification to better understand local issues of concern related to fair housing issues, contributing factors and local priorities, as well as identifying goals and strategies to address contributing factors and affirmative further fair housing choice and opportunity;
- Creating materials for public participation engagement strategy, which may include, but is not limited to, meeting agendas and supporting materials such as maps; surveys, key informant interviews, focus groups questions;
- Facilitating public meetings in conjunction with City staff members and other collaborators;
- Evaluating public input, HUD data and local data to identify contributing factors to fair housing issues;
- Preparing and submitting the AFH Report in the online reporting system; and
- Editing as requested by HUD if the Plan does not receive final approval at no additional cost to the City.

The City will supply the current Fair Housing Plan with Analysis of Impediments to the successful respondent. Portions of the AFH are required to be included in the Consolidated Plan. This requirement should not be considered a substitution for information to be included in the stand-alone AFH.

C. Final Printed Documents

It is anticipated that the Project will result in the final hard copies of each planning document, which are to be printed in color and bound.

- Twelve Consolidated Plans
- Five Assessments of Fair Housing

The Consultant may identify additional deliverables within its proposal.

V. SCHEDULE OF WORK

The anticipated term of this contract will begin on or about December 20, 2019, and run to August 14, 2020. The implementation timeline is to be proposed by the respondents and will be finalized in the contract.

VI. VENDOR REQUIREMENTS

The following lists of minimum qualification/requirements of the respondent(s) should be reflected in the proposal submittal:

- Five years of experience providing similar successful consulting services.
- Past experience preparing Consolidated Plans.
- Three references from clients currently/previously served; at least two of the references shall be from a city, county, and/or state government/agency.
- Familiarity and knowledge of HUD's eCon Planning Suite (including the Consolidated Plan template in HUD's Integrated Disbursement and Information System (IDIS) online and Community Planning and Development (CPD) Maps Knowledge of Community Development Block Grant (CDBG) Regulations, Consolidated Plan Regulations, urban planning principles and practices, methods of data collection, analysis and summarization (in narrative and graphic formats including but not limited to GIS analysis), various housing and community development resources and governmental agencies.
- Ability to execute the attached Consulting Services Agreement within ten days of receiving the Notice of Award. This should be considered and reflected in the submitted proposal.

VII. ROLE OF THE CITY

The consultant shall have the resources and abilities to fully develop the Consolidated Plan, Action Plan and AFH. The City will facilitate the arrangements and coordination of any necessary meetings with City staff, the City Council, and the Community Development Advisory Committee. At a minimum, the City will hold monthly meetings to review progress, discuss policy issues, and coordinate activities with the consultant. City staff will help to identify available data sources, local resources, community stakeholders, and target groups for consultations. The City will also provide copies of existing planning documents, such as:

- 2015-2019 Consolidated Plan
- 2015 Fair Housing Plan with Analysis of Impediments
- Citizen Participation Plan

IX. ROLE OF CONSULTANT

The consultant will furnish all required labor, materials, supplies and travel required in connection with the entire project, including the necessary public hearings and meetings. The consultant must produce thorough and complete documents. The Consolidated Plan, the Action Plan and the AFH must include all elements in a format and organizational structure that meets the federal guidelines. The consultant must provide:

- Analysis of affordable housing, homelessness and non-housing community development needs.
- Assessment of the existing community development needs and assistance to City staff in developing strategies, goals, and priorities to meet those needs during the upcoming five-year period.

- At least one community-wide survey, which is to be developed and disseminated via the Internet and social media (e.g. Facebook, Twitter, etc.), and via hand delivery to local stakeholders.
- Draft copies of pertinent documents for distribution and review.
- Final bound hard copies as agreed upon in the contract.
- Two digital final copies in formats that is acceptable to the City (e.g. Microsoft Word and Adobe PDF) for the Consolidated Plan, Executive Summary of the Consolidated Plan, Action Plan and the Assessment of Fair Housing. At least one digital copy shall be formatted for simple and easy manipulation by the City (i.e. not bound with formatting that cannot be edited/manipulated by City staff).
- Input the Consolidated Plan and Action Plan into the HUD eCon Planning Suite (using HUD's CPD Mapping feature).
- Source documentation and citations used to populate maps, charts, and tables.
- Scripts for public announcements, press releases, and public notices.
- Information packets, surveys, questionnaires, and presentation materials to be distributed at public meetings.
- Formalized notes from and/or descriptive narratives of all public and stakeholder meetings, as requested.
- Copies of written public comments, summaries of verbal comments and responses to those comments.
- Any other materials that is substantially relevant to the development of the Consolidated Plan, Action Plan and/or AFH.
- Verbal presentations of the Consolidated Plan to the Community Development Advisory Committee, City Council, local stakeholders, as needed.

IX. PROPOSAL FROMAT

Responses to this RFP, at minimum, are to be provided in the following components:

- A cover letter with a brief description of the firm, including the years in existence, range of professional services, office location(s), team make-up (primary and sub-consultants), and indication of the firm's interest in the project;
- A consultant personnel introduction consisting of individual resumes for the firm's professionals and others who will work on the project, including identification of the project manager and principal contact;
- A statement of qualifications including a description of the approach that the Consultant will employ in carrying out the work described in the Scope of Services and a demonstration of the ability to provide the services. Narratives and graphics shall be used to communicate how the firm will complete each component of the project;
- A work program providing alternatives, additions, and/or deletions to the elements that may be pertinent to successfully accomplishing the project overview. Such as:
 - Description of the appropriate data sources and the necessary charts, tables, maps, and narratives that the firm will develop.
 - Considerations of the required public input ingredients, including at least three public hearings, consultations with public or private agencies, council and/or commission meetings, and other means to obtain citizen views on housing and community development needs and priorities;

- A schedule of work proposing dates for major milestones, deliverables of reports, public meetings, and completion. This is to include specific tasks and benchmarks to be undertaken with expected reimbursable costs. The City intends the project to be substantially completed by **May 29, 2020 and submitted to HUD no later than August 14, 2020.**
 - A project management plan describing the quality-control measures that the firm will implement to ensure compliance with deadlines, regulations, expected product quality and needs of the City.
 - An indication of charges for each element of the work program and the associated cost of producing the deliverables. The deliverables shall include final hard copies of each planning document that are to be printed in color and bound as described below:
 - Twelve Consolidated Plans
 - Five Action Plans
 - Five Assessments of Fair Housing
- A fixed-price professional services agreement (contract) is anticipated with progress payments based on the mutually agreed tasks and benchmarks of the work program.

X. CONSULTANT SELECTION PROCESS

The City will: a) review all RFP's b) invite selected Consultants to participate in an interview process, and c) select the Consultant that it believes will provide the best value to the City of Baytown. In determining the best value for the City, the following items will be considered and weighted as described:

- Proposed work program (Detailed to Baytown and Metropolitan Statistical Area) – 20%;
- Understanding of project (Responsiveness, specific knowledge of HUD, knowledge of the eCon) – 15%;
- Planning Suite (including the IDIS online template and CPD Maps) and CPD Programs; Project schedule, deliverables, and completion date – 15%;
- Project costs (segregated costs most cost efficient terms to the City over the term of the contract) – 15%;
- Experience and Qualifications (based upon references, consultant qualifications, and review of similar projects and services provided to municipalities) – 20%; and,
- Quality of submitted proposal package in response to this RFP; quality of presentation to the selection committee (if applicable) – 15%.

XI. SUBMITTAL

All proposals must be received no later than ***Friday, December 6, 2019, at 10:00 a.m.*** where they will be stamped on arrival. ***No proposals will be accepted after the stated deadline.*** They must be signed and be submitted to:

City of Baytown
Planning & Development Services Department
Attn: Chris Chavis
2401 Market Street
Baytown, Texas, 77520

All proposals must be originals, as faxes and e-mails are not acceptable. A submittal that is incomplete or received after the above stated date and time will be rejected. Consultants are to submit five (5) color copies and, one (1) digital copy of the proposal on a flash drive in accordance with the requirements set forth within this RFP. Clearly mark each submittal:

“THE CITY OF BAYTOWN FIVE-YEAR CONSOLIDATED PLAN, ACTION PLAN
AND AFH”

This RFP is available to download at the City’s website: www.baytown.org - Planning & Development Services Webpage. Questions or comments may be directed to Chris Chavis, Community Development Manager, at 281-420-5397, or CDBG@baytown.org, or to Sharon Rose, Community Development Generalist, at 281-420-5390.

GENERAL CONDITIONS

This request for proposals does not commit the City of Baytown 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 RFP if it is in the best interest of the City. The Consultant Selection Committee may require consultant participation in negotiations, the result of which may require revisions to the response as submitted.

The City may choose to proceed with any or all portions of this RFP at its sole discretion.

REQUIRED FORMS

- Chapter 2270 Verification. Pursuant to Chapter 2270 of the Texas Government Code, the City may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the Contract.
- Conflict Of Interest Questionnaire. All proposers should execute the Conflict of Interest Questionnaire included in this RFP and required by chapter 176 of the Texas Local Government Code. Such questionnaire should be included in the sealed envelope with the Proposal at the time the proposal is submitted.
- Affidavit of Ownership or Control. All proposers must complete and execute the Affidavit of Ownership or Control included in the RFP and required by Chapter 2 “Administration,” Article V “Finance,” Division 4 “City Contracts: Indebtedness to City” of the Code of Ordinances, Baytown, Texas. Such affidavit **must** be included in the sealed envelope with the Proposal at the time the proposal is submitted.
- Form 1295. Pursuant to Section 2252.908 of the Government Code, the successful proposer of this project must submit a disclosure of interested parties to the City on Form 1295 prior to the City's approval of the contract resulting from this RFP. The form must be electronically created through the Texas Ethics Commission website (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), printed, and signed by an appropriate official. The City will not present any contract to the City Council for

approval if the Proposer has failed to properly submit a Form 1295.

INSURANCE REQUIREMENTS

The following are the minimum insurance requirements of the City and will be incorporated into any contract resulting from this RFP.

The successful proposer ("Consultant") shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

- a. Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of Consultant's insurance and shall not contribute to it. Further, Consultant shall include all subcontractors, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subcontractors and assigns shall be subject to all of the requirements stated herein.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Agreement:

1. Commercial General Liability
 - General Aggregate: \$2,000,000
 - Products & Completed Operations Aggregate: \$1,000,000
 - Personal & Advertising Injury: \$1,000,000
 - Per Occurrence: \$1,000,000
 - Fire Damage: \$50,000
 - Coverage shall be broad form CGL.
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
2. Business Automobile Policy
 - Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto"
3. Workers' Compensation
 - Statutory Limits
 - Employer's Liability: \$500,000
 - Waiver of Subrogation required.
- b. The following shall be applicable to all policies of insurance required herein.
 1. Insurance carrier must have an A.M. Best Rating of A: VII or better.
 2. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
 3. Liability policies must be on occurrence form.
 4. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

5. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies.
6. Upon request and without cost to the City, a certified copy of all insurance policies and/or certificates of insurance shall be furnished to the City.
7. Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.
8. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of Consultant.

INDEMNITY

The following indemnity and release provisions will be incorporated into any contract resulting from this RFP.

THE SUCCESSFUL PROPOSER ("CONSULTANT") AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY, OR FOR ANY BREACH OF CONTRACT, ARISING OUT OF, OR IN CONNECTION WITH THE WORK DONE BY THE CONSULTANT UNDER THIS AGREEMENT CAUSED BY THE SOLE OR JOINT NEGLIGENCE OF THE CONSULTANT. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE CONSULTANT AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE CONSULTANT TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CONSULTANT'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR A CONCURRING CAUSE OF THE RESULTING INJURY, DEATH OR DAMAGE. SUCH INDEMNITY SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF THE CITY. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, THE CONSULTANT FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY.

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Contract or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. Professional assumes full responsibility for its work performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Consultant's services performed hereunder. This release shall apply with respect to Consultant's work regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.