



**Request for Proposal # 23-007
Housing Quality Standards (HQS/NSPIRE) Inspection Services**

INTRODUCTION

Through this Request for Proposals (“RFP”), City of West Allis seeks proposals from qualified firms to provide Housing Quality Standards (“HQS/NSPIRE”) inspection services in accordance with the guidelines established by the United States Department of Housing and Urban Development (“HUD”) for the Housing Choice Voucher Program (“HCV Program” or “HCVP”)

INSTRUCTIONS

Your proposal must be submitted to City of West Allis, Finance Department, 7525 W Greenfield Ave, West Allis, WI 53214, Attn: Robert Barwick RFP # 23-007 or direct an electronic copy to: purchasing@westalliswi.gov. Proposals must be concise and include all attachments and work samples.

Proposals must be received no later than 5:00 p.m. CT, on August 25, 2023

Respondents are advised that your submission (including those not selected for engagement) may be made available to the public on request upon completion of the process and award of a contract(s). Accordingly, any information included in the proposal that the respondent believes to be proprietary or confidential should be clearly identified as such.

TIMELINE

The following is the planned schedule for the selection process. The City reserves the right to modify the schedule.

RFP Released	Friday, August 11, 2023
Questions Deadline	Thursday, August 17, 2023 @ 5pm CT
City Response to Questions	Friday, August 18, 2023, by 5PM
Proposal due Date	Friday, August 25, 2023 @ 5pm CT
Interview of Finalist (if necessary)	Week of August 28, 2023
Selection Date	Tuesday, September 12, 2023

SCOPE OF WORK

Please see Attachment A.

ITEMS TO BE INCLUDED WITH YOUR PROPOSAL

A. General Firm Information

1. Provide a brief description of your firm, including but not limited to the following:
 - a. Name of the principal(s) of the firm

- b. Name, telephone number and email address of a representative of the firm authorized to discuss your proposal.
- c. Address of all offices of the firm.
- d. Number of employees of the firm.

B. Experience and Resources

1. Describe your firm and its capabilities. Support your capacity to perform the Scope of Work.
2. Indicate which principals and associates from your firm would be involved in providing services to the City of West Allis. Provide appropriate background information for each such person and identify his or her responsibilities.
3. Provide a detailed list of references including a contact name and telephone number for organizations or businesses for whom you have performed similar work.
4. Identify any conflict of interest that may arise because of business activities or ventures by your firm and associates of your firm, employees, or subcontractors because of any individual's status as a member of the board of directors of any organization likely to interact with City of West Allis.
5. Identify any material litigation, administrative proceedings, or investigations in which your firm is currently involved. Identify any material litigation, administrative proceedings, or investigations, to which your firm or any of its principals, partners, associates, subcontractors, or support staff was a party, that has been settled within the past two (2) years.
6. Describe how your firm will handle actual and or potential conflicts of interest.
7. Identify individuals in your firm with multi-lingual skills, who are available to assist with communication in languages other than English. Please identify the language(s).

C. Fee Structure

The cost of services is one of the factors that will be considered in awarding this contract. The information requested in this section is required to support the reasonableness of your fees.

1. Please provide a detailed cost proposal for performing the Scope of Work (Attachment A). It is recommended that you provide your cost proposal on a per inspection basis, but the City of West Allis will consider flat/per year or other alternative billing arrangements. The City of West Allis anticipates a three-year initial engagement, with an option to extend for an additional three (3) one- year extensions.
2. Provide an itemized breakdown of billing rates and hourly costs, list of key personnel and their hourly rates, reimbursable expenses, etc. for any services that may be requested in addition to the services previously described.
3. Provide a fee structure, signed, and dated by an authorized representative of your company. The fee structure will also include

estimates of expected volume, percentage passed/ failed, number of reinspection's, and any other costs.

4. Please provide any other fee information applicable to the engagement that has not been previously covered that you wish to bring to the attention of the City of West Allis.

D. Miscellaneous

1. City of West Allis encourages the participation of minority owned businesses (MBE/WBE), women, persons with disabilities and members of other federally and state-protected classes. Describe your firm's affirmative action program and activities. If applicable, a copy of your Minority- or Women-Owned Business Enterprise state certification.
2. Discuss any topics not covered in this Request for Proposals that you would like to bring to the City of West Allis's attention.

EVALUATION AND SELECTION

A selection committee consisting of City of West Allis employees (the "Committee") will review all proposals and make a determination based on the following factors:

- Professional capacity to undertake the Scope of Work
- Proposed fee structure
- Ability to perform within time and budget constraints.
- Evaluation of potential work plans
- Previous work experience and performance with City of West Allis and/or similar organizations.
- Recommendations by references.
- Firm minority status and affirmative action program or activities.
- Foreign language capabilities of the firm.
- Other pertinent information submitted.

The City of West Allis may invite one or more finalists to make presentations. In its sole discretion, City of West Allis may negotiate with one or more firms who have submitted qualifications to submit more detailed proposals on specific projects as they arise. By this Request for Proposals, The City of West Allis has not committed itself to undertake the work set forth. The City of West Allis reserves the right to reject any and all proposals, to rebid the original or amended scope of services and to enter into negotiations with one or more respondents. The City of West Allis reserves the right to make those decisions after receipt of responses. The City of West Allis's decision on these matters is final.

NON -DISCRIMINATION STATEMENT

The Authority of West Allis does not discriminate against individuals on the basis of race, color, religion, age, marital or veteran's status, sex, national origin, disability, or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs, or activities.

LIMITED ENGLISH PROFICIENCY STATEMENT

It is the policy of the Authority of West Allis to provide language access services to populations of persons with Limited English served or likely to be directly affected by our programs. Such services will be focused on providing meaningful access to our programs, services and/or benefits.

For additional information, contact: Robert Barwick, Senior Buyer, purchasing@westalliswi.gov

Attachment A

Scope of Work

City of West Allis seeks to engage qualified vendors to perform Housing Quality Standards (“HQS”) inspection services in accordance with the guidelines established by the United States Department of Housing and Urban Development (“HUD”) for the Housing Choice Voucher Program (“HCV Program” or “HCVP”) through September 30th, 2023, and NSPIRE Inspections beginning October 1, 2023.

The HCV Program is a federal program through which the City of West Allis provides assistance to qualifying individuals and families renting privately-owned housing units. Under the regulations established by HUD, a housing unit must be maintained in decent, safe, and sanitary condition to be eligible for a subsidy.

The City of West Allis has entered an Annual Contributions Contract (“ACC”) with HUD for 638 vouchers. This includes both tenant-based and project-based forms of HCV Program assistance. Units are primarily located within the City of West Allis, and a small percentage within 5 miles of the City of West Allis boundaries. There are approximately 508 regular housing choice vouchers (HCV), 130 Veteran Affairs Supportive Housing (VASH) participants, and 104 project based vouchers (Beloit Road Senior Housing).

Performance:

The successful respondent (hereinafter, the “HQS/NSPIRE Contractor”) will maintain a staff level and managerial resources adequate to handle the volume of HQS/NSPIRE inspection activity associated with City of West Allis’s ACC, which is estimated to be 450 initial, annual/biennial and special inspections, and re-inspections annually. Inspections will take place throughout the Service Area. The HQS/NSPIRE Contractor and inspectors performing services for the HQS/NSPIRE Contractor must maintain the necessary skill and judgment to perform all the duties and responsibilities customarily associated with performing HQS/NSPIRE inspections and documenting such inspections. All inspectors must have Housing Quality Standards and NSPIRE certifications, a valid driver’s license, and the use of an automobile for work purposes. The HQS/NSPIRE Contractor and all inspectors performing services on behalf of the HQS Contractor must be generally knowledgeable with respect to the HUD rules, regulations, manuals, handbooks, PIH notices, and other published guidance governing HQS inspections, which may be amended and supplemented by HUD from time to time, including the following (collectively, the “Rules of Regulations”).

Title 24, Part 982, Subpart I of the code of Federal Regulations.

<https://www.ecfr.gov/current/title-24/subtitle-B/chapter-IX/part-982?toc=1>

Housing Inspection Manual: Section 8 Existing Housing Program

https://www.hud.gov/sites/documents/hqs_inspect_manual.pdf

Chapter 10, Housing Choice Voucher Guidebook (7420.10G)

https://www.hud.gov/sites/documents/DOC_35620.PDF

NSPIRE Standards

https://www.hud.gov/program_offices/public_indian_housing/reac/standards

Links, where provided, are intended for convenience only. The HQS/NSPIRE Contractor is responsible for maintaining up-to-date versions of the Rules and Regulations, possessing thorough knowledge, and understanding of the Rules and Regulations, and providing sufficient training to inspectors with respect to the Rules

and Regulations. All inspections must conform to the specifications identified by HUD in the Rules and Regulations, including the obligation to record the results on the forms published by HUD within the required timeframes.

Upon City of West Allis's request, HQS/NSPIRE Contractor shall schedule, provide all relevant required notices of, and perform an initial, annual, or biennial inspection, special inspection, or re-inspection of a requested unit. Under the Rules and Regulations, initial inspections must take place within fifteen (15) calendar days of the receipt by City of West Allis of a Request for Tenancy Approval; as a result, the HQS/NSPIRE Contractor must work diligently with City of West Allis to meet this timeframe. Annual or biennial inspections must take place within twenty (20) working days of the request by City of West Allis. Special inspections must take place within three (3) to five (5) working days of the request by the City of West Allis (except where an emergency condition exists, in which case the inspection must take place within 24 hours). Inspectors must arrive within fifteen (15) minutes of the appointed time, or else make their best efforts to contact the owner and/or client when an inspection cannot take place within the appointed time. Inspectors must wait for at least fifteen (15) minutes at an appointment before leaving if an owner or client is not present at the appointed time. Inspectors must diligently complete inspections in accordance with the Rules and Regulations, fully documenting their findings on the appropriate HUD forms, and promptly providing copies to City of West Allis, the client and owner. The City of West Allis may require inspectors to supplement inspection reports with digital photographs.

Attachment B

A. INSURANCE REQUIRED.

Contractors shall purchase and maintain for the duration of the contract as required by the City or by Law, insurance indemnifying against claims, suits, personal injury, bodily injury to persons, or damage to property which arises from, or in connection with the performance of the work hereunder by the Contractor. Some contracts may require Completed Operations, Professional Liability, or other insurance beyond the contract term.

Contractor acknowledges that the insurance coverage and policy limits set forth in this Insurance Requirement section constitute the minimum amount of coverage required. Any insurance policy or other proceeds broader than or more than the specified limits and coverage required in this section, which are applicable to a given loss, shall be available to the City. The Insurance Requirements under this Contract shall be greater of (1) the minimum coverage and limits specified in the Contract or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named. It is agreed that these Insurance Requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required here. No representation is made that the minimum Insurance Requirements of this Contract are sufficient to cover the obligations of the Consultant under the Contract.

Any deductibles or self-insured retentions shall be identified to the City; those which exceed \$10,000 must be declared to and approved by the City. City may require a review of the latest audited financial statements of the Contractor. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, agents, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defenses expenses.

All required insurance under this Contract is to be placed with insurers with a Best's rating of no less than A-VII. Said carriers to be admitted status with the State of Wisconsin, unless otherwise approved in advance by the City. The City reserves the right to approve non-admitted carriers with a Best's rating of no less than AX.

Work shall not be commenced under the Contract until all insurance required under this paragraph has been obtained and evidence thereof in the form of certificates, with original endorsements effecting coverage, are filed with and approved by the City. The City reserves the right to require complete, certified copies of all required insurance policies at any such time. Copies of policies shall be provided by the Contractor within 10 days of such request.

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City. For Worker's Compensation-related risks, only forms approved by the Insurance Commissioner are to be used.

The contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. Contractor agrees to require in any subcontractor and other agreements to perform any operations under this Contract, or provide products or services in connection with this Contract (parties to such subcontracts and/or agreements collectively shall be referred to as "subcontractors"), that all Subcontractors comply with all of the provisions of this Contract, including the indemnity and insurance provisions to the

extent they apply to the scope of the Subcontractor's operations and/or performance under this Contract. Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Contract. No subcontractor shall be permitted to commence work until all required coverage has been obtained and certificates and endorsements thereof are filed with the City. A copy of the Indemnity and Insurance Requirements shall be furnished to the Subcontractors by Contractor upon request.

If any part of the loss is not covered because of the application of a deductible or retention, said loss shall be borne by the general Contractor and not the City. Failure to maintain the required insurance may result in termination of this Contract at the option of the City.

It is Contractor's responsibility to ensure its compliance with the Insurance Requirements of the Contract. Any actual or alleged failure on the part of the City to obtain proof of insurance required under the Contract shall not in any way be construed to be a waiver of any right or remedy of the City, in this or any regard.

GENERAL ENDORSEMENTS.

The protection afforded by the required insurance policies under this Contract shall include, but shall not be limited to, the following:

1. Occurrence Based Policies. All required Liability insurance under this Contract shall be written on an "occurrence" form, except separately approved Professional Liability Policies.
2. Representation of Coverage Adequacy. By requiring insurance for this Contract, City does not represent or warrant that coverage and limits will be adequate to protect the Contractor, subcontractor, their agents, or any project engineer.
3. Cross-Liability Coverage. If the Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
4. Cancellation. The insurer shall endeavor to give the City Director of Finance at least ten (10) days prior written notice of any suspension or cancellation of the policy, or any reduction in coverage or in limits. In addition, the Contractor shall immediately notify the City Finance Director whenever it receives notice from the insurer that the policy has been cancelled or suspended or there has been a reduction in coverage or limits. Cancellation or suspension of the policy or reduction in coverage or limits shall constitute a material breach and is grounds for immediate termination of the Contract. Upon notice to the Contractor by the City upon the City's learning of said breach, the Contractor shall immediately cease all Work on the Project.
5. Additional Insured's. The City, its officers (elected and appointed), employees, agents and volunteers must be named as additional insured as their interests may appear in the Contractor's General Liability insurance policy. Additional insured status shall be endorsed onto the insurance policy by the appropriate ISO Endorsement Form approved by the City and executed by duly authorized agents of said carrier.
6. Primary Insurance. Contractor's insurance shall provide primary insurance to the City,

to the exclusion of any other insurance or self-insurance programs the City may carry. Any insurance or self-insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute to it.

7. Waiver of Subrogation. Contractor waives all rights against the City, its officers, employees, agents, and volunteers for recovery of damages to the extent these damages are covered by the insurance the Contractor is required to carry pursuant to this Contract.

8. Reporting. Failure to comply with any insurance policy reporting provisions shall not affect coverage provided to the City.

9. Cross Liability. The required insurance coverage shall apply separately to each insured against whom the claim is made, or suit brought, except with respect to the limits of the insurer's liability.

10. Indemnification. The policies shall contain an acknowledgement by the underwriters that, to the fullest extent permitted by law, the Contractor shall indemnify and save harmless the City against any and all claims resulting from the wrongful or negligent acts or omissions of the Contractor or other parties acting on its behalf under the Contract; and that the hold harmless assumption on the part of the Contractor shall include all reasonable costs necessary to defend a lawsuit including actual reasonable attorney fees. The obligation to indemnify and defend the City as set forth herein shall survive the termination or completion of this Contract for the full period of time allowed by law. The parties agree that if any part of this indemnification provision is found to conflict with applicable laws, such part shall be unenforceable only insofar as it conflicts with said laws, and that this indemnification shall be judicially interpreted and rewritten to provide the broadest possible indemnification legally allowed and shall be legally binding upon Contractor.

B. MINIMUM LIMITS AND OTHER PROVISIONS.

1. WORKER'S COMPENSATION INSURANCE.

Wisconsin statutory limits for all employees of the bidder to whom the award is made.

All subcontractors and materialmen shall furnish to the Contractor and the City certificates of similar insurance for all of their respective employees, unless such employees are covered by the protection afforded by the Contractor.

2. GENERAL LIABILITY INSURANCE.

a. Coverage. Coverages must include, but are not limited to the following:
"Occurrence" Coverage Form must be as broad as Insurance Service Form (ISO) (form CG 00 01) and include the following:

- Premises and Operations
- Products and Completed Operations, applicable for at least three years following acceptance of the work.
- Personal Injury with Employment Exclusion deleted.
- Unlicensed Mobile Equipment
- Explosion, Collapse and Underground Hazard Coverages
- Blanket Contractual (Independent Contractor's Protective)
 - Contractual Liability coverage, at least as broad as coverage provided by the ISO CG 00

01 policy form must be included and shall not limit by any modification or endorsement, coverage for liabilities assumed by the Contractor under this Contract.

- Broad Form Property Damage
- Contingent Coverage for Subcontractors
- Care, Custody and Control Coverages for City Owned or Purchased Materials at the Work Site

b. Minimum Limits of Liability:
Per Occurrence Limit: \$1,000,000

Policy Aggregate Limit: \$2,000,000

Personal Injury Limit: \$1,000,000

Fire Damage Limit: \$50,000

Medical Expense Limit: \$5,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE.

a. Coverage. Coverage must be as broad as ISO CA 00 01 - Occurrence Form Code No. 1, "any auto" and include the following:
Comprehensive Coverage for all Owned, Non-Owned or Hired Motor Vehicles driven by the employees of the Contractor or Subcontractors, including vehicles and equipment owned by the City if used exclusively for the project.

Uninsured or Under-insured Motorists Liability Coverage at full policy limits.

b. Transportation by insured vehicles of pollutants or toxic wastes (as determined by the EPA) shall require a minimum of the Pollution Liability Endorsement (CA9948) and/or the Motor Carrier Act Endorsement (MCA90) to address damages and clean-up costs.

c. Minimum Limits of Liability:
Per Occurrence/Accident for Bodily Injury and Property Damage: \$1,000,000

4. PROFESSIONAL LIABILITY/ERRORS & OMISSIONS COVERAGE.

a. Coverage. Standard form: coverage provided on a claim – made basis with at least three years extended reporting period; to include all liability assumed by Contractor for the project. The minimum three-year extension shall be for at least three years after all operations and/or performance under this Contract are complete, and additional claims-made coverage requirements apply as described below:

For any coverage that is provided on a claims-made form (which type of form is permitted only where specified above):

- i. The retroactive date must be shown and must be before the date of the Contract, and before the beginning of any operations and/or performance related to this Contract.
- ii. Insurance must be maintained, and Certificates of Insurance must be provided to the City for at three years after termination or completion of the Contract or

completion of the contract work.

- iii. If coverage is cancelled or not-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract, Contractor must purchase an extended reporting period for a minimum of three years after termination of this Contract or completion of contract work.

- b. Minimum Limits of Liability: Minimum \$1 Million (project specific).

5. UMBRELLA LIABILITY.

Two million dollars (\$2,000,000) following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverages. If excess or umbrella policies are used to meet the Insurance Requirements of this section, they shall provide coverage at least as broad as specified for the underlying coverages, and the full limits of the umbrella or excess coverage shall be available to the City. Such policy or policies shall include as insured's those covered under the underlying policies, including additional insured's, with a severability of interests' provision applicable to the additional insured's. Such policy or policies shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis to the City before the City's own primary liability policy or self-insurance shall be called upon to protect it as a named insured. Coverage shall apply on a "pay on behalf" basis.

6. INTERPRETATIONS AND ADDENDA.

All questions about the meaning or intent of the contract documents are to be directed to the City Purchasing Agent. Questions will be issued by addenda mailed or delivered to all parties recorded by the Purchasing Department as having received proposal forms. Questions received less than eight (8) days prior to the date for opening of bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may also be issued to modify the contract documents, as deemed advisable by the Community Development Authority or the City Purchasing Director.