

REQUEST FOR PROPOSALS - FAIR HOUSING SERVICES

Background

City of Altoona, Pennsylvania is soliciting proposals from qualified organizations for the development, implementation, and administration of a Fair Housing Program. The program shall include a Fair Housing educational element, a Fair Housing outreach element, and a Fair Housing referral element. The program will be funded through U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds and is required to be operated in compliance with all pertinent federal regulations, including but not limited to 24 CFR Part 570 and 2 CFR 200.

Eligibility Information

Open to all agencies, non-profit and for-profit. Applicant must demonstrate a thorough knowledge of fair housing laws and regulations, as well as experience in implementing Fair Housing programs.

Period Of Contract

The initial term of the contract shall be for a period of one year, with an option for the City of Altoona to renew the contract for four additional one-year periods, at the discretion of the City, depending upon determination by the City of satisfactory performance by the contractor and availability of funding. The initial contract start date shall begin July 1, 2015 through June 30, 2016.

Scope of Work

The contractor shall be responsible for the development, implementation, and administration of an ongoing Fair Housing Program, which shall include at a minimum, the following components:

A. Fair Housing Education

1. Implement the Analysis of Impediments to Fair Housing Choice as adopted by Altoona City Council. Answer phone calls forwarded from our Fair Housing phone number and other inquires. Provide an education program acceptable to HUD that reaches out to our private sector, non-profit agencies, realtors, and/or other appropriate audiences as directed by the City.

Also provide direct contact with the Altoona Housing Authority and Improved Dwellings for Altoona.

2. Provide training and technical assistance to City staff and others as requested regarding Fair Housing issues, laws, reasonable accommodation, resources, and current events.

B. Fair Housing Outreach

1. Develop and distribute fair housing literature to prospective tenants, property owners, landlords, and other organizations with general public contact.

2. Develop a comprehensive outreach plan which guarantees proper geographic distribution of the outreach efforts throughout the City of Altoona. The plan should also include a description of how the outreach services provided will be evaluated.

3. Methods to conduct the above activities and quantifiable estimates of each activity conducted are to be provided in the proposal. Quantification requested includes the number of meetings, number of individual counseled, recommended number of pieces of literature to be distributed, etc.

4. Address findings and activities identified in the Analysis to Impediments to Fair Housing Choice for the City of Altoona, which is currently under development and should be available by mid-May, 2015. Contractor shall submit an annual update to the AI to include with the City's Annual Action Plan.

C. Fair Housing Referral/Enforcement

1. Develop and maintain a well-publicized system to receive Fair Housing complaints, to resolve or refer such complaints to the appropriate source for resolution, and to maintain and provide to the City complete statistical records on all complaints and their resolution.

D. Additional Scope of Services

The Contractor shall provide technical assistance on fair housing matters as requested by the City, including Contractor's participation in relevant meetings. Where appropriate, the Contractor shall advocate support for creation of needed legislation in achieving equal housing opportunities in the City.

Reporting Requirements

1. Contractor will keep records and report all complaints received from the City of Altoona residents and the disposition of these complaints.
2. Contractor will provide 'receipts' from organizations receiving contractor literature.
3. Contractor will provide agendas, minutes, and sign-in sheets for fair housing training sessions.
4. Contractor will submit semi-annual reports outlining the progress of activities performed pursuant to contract requirements.

Proposal Requirements

The proposal must contain a description of the proposed approach to conduct the activities listed within the "Scope of Work". In addition, any recommended changes or alternative information considered pertinent for a viable, comprehensive fair housing program should be provided. The bidder should not limit the proposal to the performance of services in accordance with this document but should outline and identify any additional services and their associated costs if they are deemed necessary to provide conduct the Fair Housing Program and satisfy the requirements of the Fair Housing Act and other applicable laws. Term of the contract is one year with an option of two additional one-year periods.

The proposal to be submitted must also include the following:

1. A statement of the consultant's understanding of the project.

2. The name, resume and role of the individual(s) working on the program.
3. Specific examples of comparable work within the last five years from other clients where fair housing services were rendered.
4. A list of current contracts where fair housing work is currently being performed. Provide a list of the contact names and phone numbers for each.
5. A list of professional references including phone numbers.

Consultant Selection

Proposals will be reviewed by program staff for completeness, incomplete and late proposals will be disqualified.

A review panel will evaluate eligible proposals based on the following criteria:

Criteria	Percent
Project Approach	20%
Experience and Qualifications	30%
Program Budget	50%

Project Approach (20 points maximum)

The application describes what the program/project will do; how it will be implemented, operated, and administered within a realistic time period; how it will be provided; and how participants will benefit. The description should include:

- -A description of the work that will be undertaken and a description of how the work will address the identified problems.
- -Identifies any partnerships that have been or will be formed to ensure the success of the project.

- -Provides a description of the outcomes or expected benefits of this project for the population to be served.
- -A work plan for how the project/program will be organized, implemented, operated, and administered, and the timeline and milestones from initiation to completion. Work on the project – meaning funds will be spent – will be done in the year in which funds are awarded.

Experience and Qualifications (30 points maximum)

The application provides documentation to justify the organization's capacity to conduct this project. The project is consistent with the mission of the organization. The organization has undertaken projects of similar complexity to the one for which funds are being requested. There are staff resources with the skills and experience to administer and conduct an accountable and responsible project. There appears to be adequate board and management oversight.

Budget (50 points maximum)

The application clearly explains and justifies each proposed budget line item. The budget is realistic.

The City may hold interviews prior to a final selection of the program consultant.

Proposals Due

Submit an original and two copies of the proposal by **Friday, May 15, 2015 by 12:00**

P.M. Proposals should be marked "Community Development Block Grant – Fair Housing Services" and submitted to:

Department of Planning & Community Development
Attention: Lee Slusser
1301 12th Street, Suite 400
Altoona, PA 16601

Additional information may be obtained by contacting Lee Slusser at (814)949-2470 or by email lslusser@altoonapa.gov. City of Altoona is an equal opportunity/affirmative action employer.

**SINGLE PURPOSE CONTRACT
GENERAL TERMS AND CONDITIONS**

PART B OF CONTRACT

I. GENERAL CONDITIONS

A. Contract Administration

1. Compliance
The contractor agrees to comply with all applicable federal, state and local laws, regulations, and policies governing the elements of the work to be performed under this contract.
2. Independent Contractor Status
Nothing contained in this contract is intended to, or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties.
3. Hold Harmless
The contractor shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the contractor's performance or nonperformance of the services or subject matter called for in this contract.
4. Certification
The contractor certifies that, as of the date of execution of its contract with the City, the contractor was not under suspension or debarment by any governmental entity, instrumentality or Authority. If such certification could not be made, a written explanation acceptable to the City is attached to this contract.
5. Prevailing Law
This contract shall be interpreted and construed in accordance with federal law where applicable and otherwise with the laws of the Commonwealth of Pennsylvania. All of the terms and conditions of this contract are expressly intended to be construed as covenants as well as conditions. The titles of the paragraphs, sections, and subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.
6. Entire Agreement
The contract, when signed by all of the parties hereto, constitutes the full and complete understanding and agreement of all parties and may not be in any manner interpreted or fulfilled in contradictions of its express terms as provided herein.
7. Severability
Should any section or any part of any section of this contract be rendered void, invalid or unenforceable for any reason, such a determination shall not render void, invalid or unenforceable any other section or part of any section of this contract.

B. Financial Responsibilities

1. Worker's Compensation
The contractor shall provide Worker's Compensation Insurance coverage for all of its employees involved in the performance of this contract.

2. Insurance and Bonding

- a. The contractor shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage.
- b. The contractor shall carry general liability insurance in a minimum amount of five hundred thousand dollars (\$500,000.00) for each person and one million dollars (\$1,000,000.00) for each occurrence.

C. Changes to the Agreement

1. Changes

The parties may, from time to time, request changes in the terms of the contract. Such changes, including any increase or decrease in the amount of the contractor's compensation or the scope of services, shall be incorporated in signed written amendments to this contract.

2. Suspension of the Contract

Either party may suspend the contract at any time for cause or convenience by giving a ten-day (10) written notice of such suspension. If the contract remains suspended for more than ninety (90) consecutive days, the contract shall be deemed terminated.

3. Termination of the Contract

a. For Cause

In the event either party violates the terms of this contract, the aggrieved party may terminate this contract by giving written notice to the other party of such termination and specifying the effective date thereof. Such notice must be given at least thirty (30) days before the effective date of such termination.

b. For Convenience

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof. Such notice must be given at least thirty (30) days before the effective date of such termination

c. Account Reconciliation

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall become the property of the City of Altoona. Also, the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder up to the date of termination.

d. Penalties

Notwithstanding the above, the contractor shall not be relieved of liability to the City of Altoona for damages sustained by the City of Altoona by virtue of any breach of the contract by the contractor. The City of Altoona may withhold any payments to the contractor for the purpose of set-off until such time as the exact amount of damages due the City of Altoona from the contractor is determined. In the event there is probable cause to believe the contractor is in noncompliance with any applicable rules or regulations, the City may withhold up to fifteen (15%) percent of said contract funds until such time as the contractor is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

D. Records and Communications

1. Invoicing and Payment Procedures

Payment will be within thirty (30) days of the submission of an invoice accompanied by appropriate documentation of costs incurred.

2. Progress Reports

The contractor shall submit regular progress reports to the City in the form, content, and frequency as required by the City.

3. Audits

The contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the City of Altoona to assure proper accounting for all project funds. These records will be made available for audit purposes to any duly authorized representatives of the City of Altoona (City), the Department of Community and Economic Development (DCED), or the US Department of Housing and Urban Development (HUD).

4. Access to Records

The contractor shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, DCED, and HUD for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

5. Record Retention

All records will be retained for three years after the termination of this contract unless permission to destroy them is granted by the City of Altoona.

6. Confidentiality

All of the reports, information, data, etc., prepared or assembled by the contractor under this contract are confidential, and the contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City of Altoona. Any requests under the Federal Freedom of Information Act or the Pennsylvania Open Records Law shall be presented to the City for determination as to whether the record(s) requested are indeed public and can be released.

7. Copyright & Patents

No product, concept, research, report, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for patent or copyright by or on behalf of the contractor.

8. Grantor Recognition

The contractor shall ensure recognition of the role of the funding agencies in providing services through this contract. All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as to the funding source, and shall include a reference to the funding agencies in all publications created with funds provided under this contract.

E. Transfer of Responsibility

1. Assignability

The contractor shall not assign or transfer any interest in this contract without the prior written consent of the City thereto; provided that claims for money due or to become due to the contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a. Approvals

The contractor shall not enter into any subcontracts with any agency or individual in the performance of this contract without the prior written consent of the City.

b. Content

The contractor shall cause all of the provisions of this contract in its entirety to be included in, and made a part of, any subcontract executed in the performance of this contract.

F. Conflicts of Interest

1. Interest of Contractor

The contractor agrees that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract. The contractor further covenants that in the performance of this contract, no persons having such a financial interest shall be employed or retained by the contractor hereunder. These conflict of interest provisions apply to any person who is an employee, agent consultant officer, elected official or appointed official of the City, or of any designated public agencies or contractors that are receiving funds.

2. Political Activity Prohibition (Hatch Act)

The contractor agrees that no funds provided, nor personnel employed under this contract, shall be in any way, or to any extent, engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

3. Religious Organizations

The contractor agrees that funds provided under this contract will not be utilized for religious activities, to promote or hinder religious interests, or for the benefit or detriment of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

II. PERSONNEL AND PARTICIPANT CONDITIONS

A. Personnel

1. General Requirement

The contractor represents that it has, or will secure at its 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 City of Altoona.

2. Qualifications

All the services required hereunder will be performed by the contractor or under its 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.

3. Interest of Certain Federal Officials

No member of or Delegate to the Congress of the United States and no Resident Commissioner shall: a) perform any work for the contractor for salary or other compensation, b) be admitted to any share or part of this contract, or c) be admitted to any benefit to arise from the contract.

4. Interest of Certain State Officials

No Senator, Representative, or other member of the Legislature of the Commonwealth of Pennsylvania shall: a) perform any work for the contractor for salary or other compensation, b) be admitted to any share or part of this contract, or c) be admitted to any benefit to arise from the contract.

5. Interest of Certain Local Officials

No elected or appointed official of the City of Altoona shall: a) perform any work for the contractor for salary or other compensation, b) be admitted to any share or part of this contract, or c) be admitted to any benefit to arise from the contract during its tenure or for one year thereafter, this prohibition is extended to any other person who exercises any functions or responsibilities with respect to the contract.

6. Prohibition Against Payments

The assistance provided under this contract shall not be used in the payment of any bonus, commission, or other compensation for any of the following purposes:

- a. To obtain approval of the application for such assistance, or
- b. To obtain approval of applications for additional assistance, or
- c. To obtain any other approval or concurrence required under this contract, Title 1 of the Housing and Community Development Act of 1974 as amended or any state or federal regulations with respect thereto.
- d. Lobbying. The contractor agrees to submit certification in accordance with 31 U.S.C 1352 that no funds have been or will be used for lobbying purposes.

7. Federal Labor Laws

The contractor agrees to comply fully with the following Federal labor laws:

- a. The Copeland Anti-Kickback Act (18 U.S.C. 874), implemented at 29 CFR Part 3;
- b. The Davis-Bacon Act (40 U.S.C. 276a – 276a-7), implemented at 29 CFR Part 5; and
- c. The Contract Work Hours and Safety Standards Act (40 U.S.C. 327A – 330), implemented at 29 CFR Part 5.

B. Civil Rights

1. Civil Rights Compliance

The contractor agrees to comply with the following:

- a. Title VI of the Civil Rights Act of 1964 as amended,
- b. Title VIII of the Civil Rights Act of 1968 as amended,
- c. Title I, Sections 104(b) and 109 of the Housing and Community Development Act of 1974 as amended,
- d. Section 504 of the Rehabilitation Act of 1973,
- e. The Age Discrimination Act of 1975,
- f. The Americans with Disabilities Act of 1990,
- g. Executive Order 11063, and
- h. Executive Order 11246 as amended by Executive Orders 11375 and 12086.
- i. The Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49.

2. Nondiscrimination

The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, or other

handicap, age, marital/familial status, or status with regard to public assistance. The contractor will ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other compensation, and selection for training, including apprenticeship. The contractor agrees to post notices, to be provided by the City, setting forth the provisions of this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.

3. Economic Opportunities for Low and Very Low Income Persons (Section Three)

Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, the following clause in all contracts for work in connection with a project covered by Section Three of the Housing and Urban Development Act of 1968:

a. Purpose of Section Three

The work to be performed under this contract is subject to the requirements of Section Three of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of Section Three is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section Three shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. Compliance

The parties to the contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section Three. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with Part 135 regulations.

c. Required Notices

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the said labor organization or workers' representative of contractor's commitments under this clause. Additionally, the contractor will post copies of the notice in conspicuous places available at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section Three preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.

d. Subcontractor Compliance

The contractor agrees to include this clause in every subcontract subject to compliance with regulations in 24 CFR Part 135. The contractor agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section Three clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

e. Certification

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

- f. **Notice of Penalty**
Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

C. Affirmative Action

1. Approved Plan

The contractor agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. Socially or Economically Restricted Businesses (WBE/MBE)

a. **Statement of Policy**

It is the policy of the City to take positive steps to maximize the utilization of minority and women business enterprises in all contract activity administered by the City.

b. **Joint Venture**

If a joint venture relationship is dissolved, the contractor, as the majority owner of the contract with a commitment to a Socially/Economically Restricted Business, must maintain this commitment for the duration of the contract. If another Socially/Economically Restricted Business joint venture cannot be formed, the contractor must continue this commitment by entering into contractual agreement(s) to perform on this contract. The contractor must submit all changes to the City of Altoona for approval.

c. **Subcontracting**

If a subcontracting commitment to a Socially/Economically Restricted Business is terminated, the contractor must maintain this commitment for the duration of the contract. The contractor must continue this commitment by entering into contractual agreements with other Socially/Economically Restricted Business(s) to perform on this contract. The contractor must submit all changes to the Public Body for approval.

d. **Reporting by Contractor**

The contractor must provide the City of Altoona with a report of Socially/Economically Restricted Business activity on a quarterly or per project basis, whichever is sooner. The report shall reflect the names of, and the total dollar amount paid to, all Socially/Economically Restricted Businesses utilized under this contract.

e. **Reporting by Subcontractors**

Socially or Economically Restricted Business subcontractors must provide the City of Altoona with a report reflecting the prime contractors who have purchased their services and/or supplies on a quarterly basis or per project basis, whichever is sooner. The report shall reflect the name of the prime contractor, the total dollar amount invoiced, and total dollar amount received for payment.

3. Notifications

The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City, advising the labor union or worker's representative of the contractor's commitments hereunder. Additionally, the contractor shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. EEO/AA Statement

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that it is an Equal Opportunity or Affirmative Action employer.

5. Subcontract Provisions

The contractor will include the provisions of Paragraph B. Civil Rights, and C. Affirmative Action in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

III. ENVIRONMENTAL CONDITIONS

A. Pollution Control

The contractor agrees to comply with the following requirements insofar as they apply to the performance of this contract:

1. Section 306 of the Clean Air Act, 42 U.S.C., 1857(h), et seq, as amended and all regulations and guidelines issued thereunder.
2. Section 508 of the Clean Water Act, 33 U.S.C. 1368, et seq., as amended, and all regulations and guidelines issued thereunder.
3. The Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 15, as amended.
4. Federal Executive Order 11738.

B. Energy Conservation Provisions

Contractors must recognize mandatory standards and policies relating to energy efficiency contained in the Pennsylvania Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94A 163, 89 Stat. 871).

C. Historic Preservation

1. Compliance

The contractor agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

2. State Historic Preservation Officer

When necessary, the contractor shall obtain the concurrence of the State Historic Preservation Officer prior to the rehabilitation and demolition of historic properties that are fifty (50) years old or older, or that are included on a Federal, state, or local historic property list.