

**REQUEST FOR PROPOSALS FOR AN  
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**



City of Fairborn

City of Xenia

Board of Greene County Commissioners

Request Issued: October 11, 2018

**Proposals must be received by:**

**November 1, 2018**

**4:00pm**

Late proposals will not be accepted.

**Request for Proposals for an  
Analysis of Impediments to Fair Housing (AIFH)**

**I. INTRODUCTION**

The purpose of this Request for Proposals (RFP) is to solicit qualifications and proposals from qualified consultants (individuals, organizations, or firms) for the preparation of an Analysis of Impediments to Fair Housing (AIFH), inclusive of the cities of Fairborn and Xenia as well as Greene County as a whole. The AIFH shall be conducted in accordance with the necessary requirements mandated by the U.S. Department of Housing and Urban Development (HUD). In addition, the work is also subject to the conditions for Contractors in the HUD, Community Development Program, and Executive Order 11246 as amended. The analysis will be utilized as an identifier of barriers that are limiting housing choices for residents based on race, color, national origin, religion, gender, disability, familial status, military status, and/or ancestry. The analysis conclusions will lead to the development and implementation of plans to correct the identified impediments.

**II. PROJECT BACKGROUND**

Greene County consists of three HUD Community Development Block Grant (CDBG) recipients:

1. City of Fairborn (Entitlement city)
2. City of Xenia (Small Cities)
3. Board of Greene County Commissioners (Small Cities)

The most recent AIFH for the City of Xenia and the Board of Greene County Commissioners was prepared in 2016. The most recent AIFH for the City of Fairborn was prepared in 2014. Both documents are available for review upon request.

**III. SCOPE OF WORK**

The new Analysis of Impediments to Fair Housing shall incorporate the two previous documents into one comprehensive updated document for the entire county with individual analyses, objectives, and actions for the City of Fairborn, the City of Xenia, and the Board of Greene County Commissioners, respectively. The Board of Greene County Commissioners will encompass all communities in Greene County that are located outside the cities of Fairborn and Xenia.

The updated AIFH must include the following:

- A comprehensive review of the laws, regulations, and administrative policies, procedures, and practices in place in the City of Fairborn, the City of Xenia, and with the Board of Greene County Commissioners
- An assessment of how those laws, regulations, and administrative policies, procedures, and practices affect the location, availability, and accessibility of housing
- An assessment of actions or omissions in the public sector that may affect housing choice, including public housing, community development, transportation, and community services
- An assessment of private sector housing market issues and activities to determine whether fair housing objectives are being served, including banking and insurance policies and practices, sales and rental of housing and real estate practices, availability of programs that may be used to provide financial assistance for accessibility improvements to housing, and the discriminatory provision of housing brokerage services
- The identification of impediments to fair housing choice for each jurisdiction, which includes any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, military status, ancestry, or national origin that restrict housing choices or the availability of housing choice
- A thoughtful review of Fair Share aspects as identified in the previous Analysis of Impediments (2016) to identify better solutions, such as incentives for affordable housing to reduce over-concentration in the communities of Xenia and Fairborn
- The identification of a clear set of objectives with measurable results for each jurisdiction
- The identification of any affirmatively furthering fair housing (AFFH) actions that have been taken by the jurisdictions and which ones should be continued, strengthened, initiated, or ended
- The identification of achievable actions designed to address real fair housing problems in each jurisdiction

#### **IV. RFP SCHEDULE**

The anticipated schedule for the Analysis of Impediments to Fair Housing is:

RFP Distribution	October 11, 2018
Proposal Submission Deadline	November 1, 2018
Proposal Selection	November 8, 2018
Mid-Point (50%) Completed AIFH Submission Deadline	February 1, 2019
Final Completed AIFH Submission Deadline	April 15, 2019

This schedule is subject to change at any time based on jurisdictional needs.

## V. CONTRACT TYPE

The Board of Greene County Commissioners, acting as the lead agency for the collaboration, will enter into a contract for professional consulting services based on a fixed-price (or lump sum) to the contractor for the specified scope of services. **This fixed-price shall not exceed a total of \$40,000.** The jurisdictions will define the menu items they choose for the public input portion of the project prior to execution of the contract for services. Payments for services shall be provided directly to the consultant as follows:

1. **Board of Greene County Commissioners:** 50% payment (not to exceed \$20,000) to be paid upon 50% completion of the contract period provided adequate progress has been demonstrated
2. **City of Fairborn:** 25% payment (not to exceed \$10,000) to be paid upon 100% satisfactory completion and receipt of the AIFH
3. **City of Xenia:** 25% payment (not to exceed \$10,000) to be paid upon 100% satisfactory completion and receipt of the AIFH

The jurisdictional collaboration shall not be liable for any costs incurred by a consultant in responding to this request for proposals or for any costs associated with discussions required for clarification of items related to this proposal.

## VI. SUBMITTAL REQUIREMENTS

Consultants should submit **three (3)** complete copies of the proposal. Envelopes or packages containing proposals and any related materials should be sealed and clearly marked on the outside in the following manner:

### **Proposal for the Greene County Analysis of Impediments to Fair Housing**

Proposals must be received at the following location **no later than 4:00pm on November 1, 2018:**

Greene County Department of Development  
ATTN: Sarah Mault  
61 Greene Street  
Xenia, Ohio 45385

Envelopes or packaging containing proposals and any related materials which are received after the specified date and time will be returned unopened.

While there is no required proposal format, proposals should:

1. Describe the approach and methodology the Consultant will employ in carrying out the scope of work
2. Include any services the Consultant may require from the jurisdictions to perform the scope of work
3. Provide a description of the Consultant's background, qualifications, and experience
4. Provide three (3) references of past clients with a similar scope of work conducted
5. Provide the timing and schedule of work to be performed, with a completion date
6. Provide an all-inclusive fee to complete the Analysis of Impediments to Fair Housing as described within this RFP

## **VII. SELECTION PROCESS**

A selection committee made up of representatives from each identified jurisdiction (Cities of Fairborn and Xenia and the Board of Greene County Commissioners) will conduct the evaluation of the received proposals. The selection committee will be solely responsible for the selection of a consultant with final signatory approval by the Board of Greene County Commissioners. As the lead agency, the Board of Greene County Commissioners reserves the right to award or reject any or all proposals, to waive any informalities or irregularities in the proposals received, or to accept any proposal which is deemed most favorable to the county.

## **VIII. Contract Language, Certifications, and Assurances**

The proposer agrees to adhere to the following federal and state requirements in order for the proposal to be complete, responsive and qualified.

- 1) *Scope of Work* – The successful proposer shall perform the work described in Scope of Work, attached hereto and incorporated herein, during the term of this contract and any extension thereto. The successful proposer shall conform to all the other terms of the RFP. The contract resulting from the RFP, as amended, and the proposal submitted, as amended, shall constitute the entire agreement between the Board of Greene County Commissioners and the successful proposer, except outlines below in "Other Agreements". There shall be no verbal agreements or understandings.
- 2) *Other Agreements* – The parties hereto have entered into no other agreements (hereinafter referred to as "Other Agreements") at this time.

- 3) *Order of Precedence* – In the event of a conflict between portions of the contract resulting from the RFP, the following order of precedence shall be used:
- a. Amendments to the contract
  - b. The Other Agreements
  - c. The contract
  - d. The RFP
  - e. The Proposal

The proposal submitted shall be included by reference as part of the resulting contract. Any part of the proposal that conflicts with the resulting contract shall be superseded by the resulting contract.

- 4) *Term* – The term of this contract shall be for the period specified in the RFP.
- 5) *Termination* - This Agreement may be terminated by the unilateral action of the Board by providing thirty (30) days’ written notice to proposer of election to terminate, or if the Board of Greene County Commissioners, or any other state or federal entity whose monies are necessary to fund the work contemplated under this Agreement, including those of the Intended Third Party Beneficiary fails to appropriate funds for any part of the work contemplated under this Agreement.

Under these circumstances for termination due to lack of funding, Proposer, upon receipt of such notice from the Board of Greene County Commissioners, will immediately cease any and all work pursuant to this Agreement or the Scope of Work. Proposer will be eligible to collect for any and all work already completed or provided prior to receipt of such notice to terminate, under a theory of quantum meruit. Proposer may terminate this Agreement with thirty (30) days notice to the Board of Greene County Commissioners. Either party may terminate this Agreement immediately if either party believes they are being requested to perform any act(s) or any failure to act(s) that is in violation of Office of Community Development (OCD), Ohio Development Services Agency (ODSA), and U.S. Department of Housing & Urban Development (HUD) regulations, or local governmental laws, rules and/or regulations.

If either party fails to perform any of the requirements of this Agreement, or is in violation of a specific provision of this Agreement, then the non-breaching party may suspend or terminate this Agreement if the breaching party fails to cure such non-performance or violation within ten (10) business days following delivery of written notice of any such breach.

- 6) *Subcontracting, Subletting or Assignment of Contract* – The successful proposer may not subcontract with other entities to deliver the services in the RFP without first receiving written authorization from the Board of Greene County Commissioners,

however, the successful proposer may subcontract out with firms to deliver such services as specialized copying, bookkeeping, etc. that are not directly related to the conceptual study. The choice of a subcontractor(s) will have to be approved in writing by the Board of Greene County Commissioners prior to subcontracting and shall meet all Federal and State requirements. All such subcontracts shall be in the same form as the contract and subject to the same terms, conditions, and covenants contained therein. No such subcontracts shall in any case release the successful proposer of its liability under this contract. The successful proposer shall be responsible for making direct payment for such services. There shall be no assignment of the contract without the written approval of the Board of Greene County Commissioners.

- 7) *Independent Contractor* – The proposer declares that they are engaged as an independent business and has complied, and will continue to comply during the terms of this Agreement with all federal, state and local laws regarding business permits and licenses of any kind, including but not limited to, any insurance coverage that is required in the normal course of business, as well as any specialized insurance that is specified herein, and that may be required to carry out its business and perform under the terms of this Agreement.

Proposer declares that they are engaged in the same or similar activities for other clients or customers, or that he is free to do so, and that the Board of Greene County Commissioners is not his sole, only, and/or exclusive client or customer.

- 8) *Conflict of Interest* - No personnel of proposer or member of the governing body of the Board of Greene County Commissioners, the Intended Third Party Beneficiary or any locality or other public official, elected official, or employee of any such entity in which, or relating to which, the work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Board of Greene County Commissioners in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless the Board of Greene County Commissioners shall determine that, in light of the personal interest disclosed, his or her participation in any such action not be contrary to the public interest, or in contravention of any provision of the Ohio Revised Code dealing with public contracts or general ethical prohibitions.

- 9) *Insurance* - Proposer shall provide the Board of Greene County Commissioners with proof of general liability insurance in coverage amounts not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000.00) Dollars in the aggregate. Such general liability insurance shall provide coverage for services to be performed under the terms of this Agreement. Proposer shall immediately notify the Board of Greene County Commissioners of any changes in coverage during the term of this Agreement, including name of provider, amounts, essential terms affecting the services to be performed under this Agreement, and of any lapses in such coverage. Proposer's Certificate of General Liability Insurance shall be attached to final contract.

If operation of an automobile occurs in commencement of services by the performance of this Agreement, then automobile liability insurance shall be mandatory in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

During the performance of this Agreement, Proposer shall keep in full force Workers' Compensation Insurance. A copy of the documentation evidencing said coverage shall be furnished to the Board upon request.

The Board of Greene County Commissioners shall be named as an additional insured and proposer shall provide the Board with insurance certificates providing a minimum of \$1,000,000.00 coverage per incident and a minimum of \$2,000,000.00 in the aggregate.

Proposer shall furnish to the Board of Greene County Commissioners a Certificate of Insurance certifying the above types and minimum amounts of insurance. Said certificate shall include a Notice of Cancellation clause with notification being sent 30 days prior to cancellation to the Board office. Cancellation of insurance will constitute a default, which if not remedied within the 30 days notification period shall cause immediate termination of the Agreement.

- 10) *Responsibility for Claims* - Proposer agrees to indemnify and shall hold the Board of Greene County Commissioners and the Intended Third Party Beneficiary harmless from any and all claims for personal injury or property damage resulting from the fault or negligence of proposer and from claim for wages or overtime compensation due itself or its employees in rendering services pursuant to this Agreement, including payment of all costs in defense of any claim under the Fair Labor Standards Act, as amended, or any other federal or state law. When applicable, proposer shall reimburse the City of Fairborn or the Intended Third Beneficiaries for any judgments for infringement of patent or copyright rights and agrees to defend against any such claims or legal actions if called upon by the Board of Greene County Commissioners or the Intended Third Party Beneficiary to do so.



Proposer shall, at his own cost and expense, procure, provide and maintain proof of insurance during the term of this Agreement protecting himself, the Board of Greene County Commissioners, the Intended Third Party Beneficiary, and all of its officers, agents, and employees against any loss, liability, or other expense whatsoever for personal injury, death, property damages, or any other cause of action whatsoever resulting from the performance of proposer's duties under the terms of this Agreement.

- 11) *Recordkeeping* – Proposer shall keep all financial records in a manner consistent with generally accepted accounting principles. Documentation to support each action shall be filed in a manner allowing it to be readily located.

Proposer shall keep separate business records for this project, including records of disbursements made and obligations incurred in the performance of this Agreement which records shall be supported by the contracts, invoices, vouchers and other data as appropriate.

- 12) *Reserved Rights, and rights in data, copyrights, discovery and invention/patent rights* - The parties further agree that it is their respective and collective intent in the formation of this Agreement to confer no rights or privileges upon any third parties except the Intended Third Party Beneficiary named herein, whether labeled intended or unintended third party beneficiaries, assignees of rights, or delegates of duties, including without limitation, any individual, corporation, other unincorporated business association, or political subdivision, or agency, department, board, commission, system, or service of the State of Ohio or of the United States.

The sole exception to this exclusion of the creation of rights in any third party beneficiary, assignees of rights or delegates of duties may involve non-parties to this Agreement who constitute a department, division, agency, board, commission, or political subdivision of Greene County, or the Board of Greene County Commissioners.

If applicable, Proposer shall deliver, assign, transfer and convey to the Board of Greene County Commissioners or its authorized representatives, specifically to include employees of the Board (hereinafter "Intended Third Party Beneficiary"), all rights, title to, and interest in all documents, data, materials, information, processes, studies, reports, surveys, proposals, plans, codes, scientific information, regulations, maps, equipment, charts, schedules, photographs, exhibits, software, software source code, documentation and other materials and property prepared or developed or created or discovered under or in connection with this Agreement (the "Deliverables").

- 13) *Compliance with applicable laws, regulations, etc.* - Proposer agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder.

Proposer and its employees are not employees of the Board of Greene County Commissioners or employees of the Intended Third Party Beneficiary with regard to the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code and for state revenue and tax laws, state workers' compensation laws and state unemployment insurance laws. Proposer accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Proposer in the performance of the work authorized by this Agreement. The Board of Greene County Commissioners and the Intended Third Party Beneficiary shall not be liable for any taxes under this Agreement.

In no event shall the Board of Greene County Commissioners or the Intended Third Party beneficiary be liable for any indirect or consequential damages, including loss of profits, even if the Board had been advised, or knew or should have known of the possibility of such damages.

Notwithstanding any language to the contrary, Proposer shall be liable for any personal injury or damages to real property or tangible personal property, caused by its fault or negligence.

- 14) *Equal Employment Opportunity* - In carrying out this Agreement, proposer shall not discriminate against any employee or applicant for employment because of and shall ensure that applicants are hired and that employees are treated during employment without regard to race, religion, color, sex, national origin, disability, age, or Vietnam-era veteran status subject to Executive Order 11246, Section 202 Equal Opportunity Clause. Such action shall include, but not limited to the following: Employment, Upgrading, Demotion or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of compensation; and Selection for Training including Apprenticeship.

Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and shall, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age or Vietnam-era veteran status. Proposer shall incorporate the foregoing requirements of this paragraph in all of its agreements for any of the work prescribed herein and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

15) *Accessibility of program for handicapped individuals* - The successful proposer shall agree to comply with Section 504 of the Rehabilitation Act of 1973, as amended (20 USC 794), and the Americans with Disabilities Act, and all requirements imposed by the interpretations issued pursuant thereto. The successful proposer shall ensure that no person, by sole reason of his/her disability, may be denied participation in, or benefits of, the successful proposer's services financed wholly or in part, by federal funds.

16) *Title VI of the Civil Rights Act of 1964* – In accordance with the Title VI of the Civil Rights Act, as amended, Section 202 of the American's with Disabilities Act of 1990, the successful proposer shall agree that it will not discriminate against any employee or applicant for employment because of race, color, national origin, familial status, religion, or disability.

The successful proposer shall ensure that neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment. The successful proposer shall ensure no person, on the grounds of race, color, nations origin or sex be excluded from participation in, or denied the benefits of, or be subject to discrimination under any project, program or activity funded in whole or in part by the Ohio Department of Development or the U.S. Department of Housing and Urban Development.

17) *Employment Provision* – The successful proposer shall comply with any regulations dealing with: minimum wage and maximum hour provisions for the Fair Labor Standards Act, Contract Work Hours and Safety Standards Act, labor provisions of non-construction contracts, Davis-Bacon Act, and the Immigration Reform and Control Act of 1986.

18) *Environmental Consideration* – The successful proposer shall comply with all applicable Federal, State and local environmental regulations (including those dealing with water pollution, air quality, noise, fish and wildlife, historic/prehistoric socioeconomic, wetland, biological, flood plain, parks, traffic, energy conservation and other) dealing with capital and operating projects.

19) *Delinquent Taxes and Finding for Recovery* – The successful proposer shall certify that it is not charged with delinquent personal property taxes on the general tax list of personal property of Greene County or any other location that it does or has done business. In addition, the successful proposer shall certify that it is not subject to any unresolved findings for recovery issued by the Auditor of the State of Ohio.

- 20) *Force Majeure* – The successful proposer shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, or strike; acts of God; acts of the Government; war or civil disorder; violence or the threat thereof; severe weather; commandeering of material products, plants, or facilities by the federal, state or local government or fuel shortage.
- 21) *Choice of Law and Choice of Forum* – The proposer agrees that any and all disputes under the terms of this contract will be governed by the laws of the State of Ohio, notwithstanding any other applicable choice of law provisions that may apply. The proposer further agrees that any litigation initiated by the proposer under the terms of this contract shall be filed exclusively within the state courts of Greene County, Ohio or alternatively, in the United States District Court for the Southern District of Ohio, Western Division at Dayton, Ohio.