



CITY OF  
**Cuyahoga Falls**

## **Request for Proposals (RFP) for Fair Housing Services**

**Issue Date: November 26, 2023**

**Response Deadline: January 15, 2024 at 4:00 p.m.**

**City Point of Contact: Peggy Szalay at 330.971.8173 or [SzalayPL@cityofcf.com](mailto:SzalayPL@cityofcf.com)**

### **I. INTRODUCTION**

The City of Cuyahoga Falls (City) has been awarded Community Development Block Grant (CDBG) funding by the U.S. Department of Housing and Urban Development (HUD) for the provision of fair housing services. Cuyahoga Falls is a growing community of approximately 50,000 residents and the second largest community in Summit County. Life is better here!

The Community Development Department is tasked with furthering housing goals which include conducting education and outreach activities to encourage compliance with Federal and State fair housing law. The City is seeking the services of an experienced fair housing counseling consultant to provide services to all residents of Cuyahoga Falls.

A successful fair housing program in Cuyahoga Falls will develop culturally appropriate outreach and educational opportunities for the varying needs of families and individuals. The program should provide landlords and property managers with education in fair housing law and practice to reduce the incidence of housing discrimination.

The contract for fair housing services will be funded with federal Community Development Block Grant (CDBG) funds. The selected consultant must comply with all federal CDBG requirements.

### **II. COMPENSATION**

Compensation for the proposed work shall be in accordance with the Consultant's cost proposal.

### **III. PERIOD OF CONTRACT**

The period for services under this RFP begins after Board of Control approval and ends December 31, 2024. The contract **may** include a renewal clause covering each year of the City's 2024 – 2028 Consolidated Plan.

#### IV. PROPOSAL SUBMITTAL REQUIREMENTS

All consultant submittals must comply with the following requirements:

- **All Proposals must be e-mailed in a pdf format to Peggy Szalay, CDBG Administrator, at SzalayPL@cityofcf.com by 4:00 p.m. on January 15, 2024.** Any proposals received after this final filing date and time will be automatically rejected.
- All proposals must include the following documents and be sequentially ordered in the following way:
  1. An introductory letter in which the consultant identifies that the proposal is in response to this RFP (letter must be signed by a person with authority to approve contracts). Unique Entity Identification Number (UEI) for the organization. If your organization does not have a UEI number, a free one may be requested at: <https://sam.gov/content/home>. If the organization is selected as the City's consultant, a Tax ID number also will be required.
  2. Resumes for all staff assigned to the activities included under the Scope of Work set forth in **Exhibit A**.
  3. A Statement of Qualifications including all items outlined in **Exhibit B**.
  4. A completed Budget (**Exhibit C**).

#### IV. CONSULTANT SELECTION PROCESS

Community Development Department staff will review the proposals submitted using the evaluation criteria shown in **Exhibit D** attached to this RFP. The City **may** elect to conduct interviews with the firms judged to be the most qualified.

The City reserves the right to:

- Reject any or all proposals submitted
- Request clarification of the proposals
- Waive any irregularities or errors in responses that the City finds to be minor
- Request additional information from respondents to this RFP
- Waive or change any irregularity or error in the RFP or the Consultant procurement process
- Make changes necessary to ensure that this RFP is consistent with federal and state procurement procedures.

This RFP does not commit the City to award a contract, to enter an agreement or to pay for any of the costs incurred by respondents to this RFP. The City may negotiate a contract with any respondent or cancel this RFP in total or in part if the City determines it is in its best interest to do so.

The City also reserves the right to offer multiple contracts for the same services to multiple consultants to ensure a quick response time to fair housing needs. The City's offer of a contract to any Consultant for provision of fair housing services will be contingent upon approval of use of funds from the Department of Housing and Urban Development's Community Development Block Grant (CDBG) program and approval by the Board of Control.

## **V. LOCAL PREFERENCE**

The City of Cuyahoga Falls may apply a local preference to this RFP as follows:

Respondents having established their principal place of business, defined as a business with a significant economic and physical presence in Cuyahoga Falls for two (2) successive calendar years prior to the Proposal due date, shall be given a local preference of three percent (3%), with an upper limit of ten thousand dollars (\$10,000.00), on their Cost of Service Proposal. For instance, if a Proposer's Cost of Service proposal is \$10,000.00, a local preference would presume that the amount of \$9,700.00 had been proposed for purposes of assessing points to the RFP. If chosen, the proposer would be awarded a contract with a \$10,000.00 value.

To qualify for local preference, Respondents shall state on the proposal documents their principal place of business, the business address where work will be administered (post office boxes will not be accepted in lieu of a street address) and the date of establishment. Each Respondent shall have only one principal place of business.

## Exhibit A

### Scope of Work

#### If selected, Consultant will be expected to provide the following services:

- **Respond to Inquiries:** Respond to all inquiries regarding illegal housing discrimination based on race, sex, sexual orientation, national origin, marital status, familial status, physical and mental disability, religion, and all other arbitrary forms of discrimination as defined in state and federal laws and local ordinances. Response activities will include but not be limited to:
  - Provide information on the telephone, in person or via email
  - Provide written information on fair housing issues and complaint process information as needed
  - Provide referrals to mediation or other service providers as appropriate.
  
- **Fair Housing Rental Testing:** Conduct testing of private and public rental housing to evaluate compliance with State and Federal fair housing law regarding protected classes. Provide education and counseling to property managers to achieve compliance. At a minimum, Consultant will conduct six (6) testing audits over the term of the contract.
  
- **Complaint Investigation and Referral:** Investigations will be conducted for all housing discrimination complaints reported. Investigations should be initiated immediately. When investigation shows evidence of illegal housing practices or policies, the following services shall be provided:
  - Preparation of relevant information and evidence
  - Provision of mediation services for fair housing issues, if the complainant so desires.
  - Referral of complaint to Housing & Urban Development (HUD) or Ohio Civil Rights Commission, as appropriate
  - Follow-up on all cases including cases referred to HUD and the Ohio Civil Rights Commission or legal service providers.
  
- **Community Education, Outreach and Engagement:** Conduct community education and outreach through a variety of methods to increase community awareness of the laws and issues surrounding fair housing. At a minimum, Consultant will provide the following annually throughout the term of the contract:
  - A minimum of six (6) fair housing outreach workshops over the term of the contract
  - A minimum of four (4) broadcasts per year on the local radio station regarding fair housing
  - A minimum of one article to be published in the Falls News Press newspaper regarding housing issues over the term of the contract
  - Develop internet linkages to fair housing resources to be placed on the City's website.
  - Attend any events, as requested, by the City.

- **Fair Housing Action Plan:** The City is responsible for Affirmatively Affirming Fair Housing (AFFH). As such, Consultant will provide the following annually throughout the term of the contract:
  - Identify/update impediments to fair housing
  - Present strategies and actions to address impediments
  
- **Reporting and Invoicing:** Submit a written monthly report in a format approved by the City providing details of activities conducted in Cuyahoga Falls. The report will accompany a monthly request for payment of services under the contract. The report shall indicate the type of service provided. For clients receiving direct fair housing services, the report shall indicate the number of Female Head of Households assisted.

The City shall provide meeting space for workshops or when needed to accommodate a resident with a disability.

## Exhibit B

### Statement of Qualifications Format

**The statement of qualifications shall include all of the following information:**

- A history of the firm and a summary of the firm's qualifications, Fair Housing Action Plan/AI experience, rental testing experience and fair housing counseling experience.
- A list of all fair housing services the firm has provided over the past three (3) years for governmental agencies. Include a reference contact person, a brief summary of the services provided with the average number of clients assisted per year for each type of service and when the firm began performing the services.
- How the firm will handle fair housing inquiries from individuals with limited English proficiency.
- A brief description of how the firm will work collaboratively with landlords and property owners to reduce the incidence of housing discrimination in Cuyahoga Falls. Include estimated amount of time and staffing needed to implement the proposed plan.
- An outline and proposed timeframe for outreach activities the firm will conduct to promote the availability of fair housing counseling services to Cuyahoga Falls tenants, landlords, property owners and other community stakeholders; including persons from diverse racial and cultural groups found in the City.

## Exhibit C

### Consultant Services Budget

See Exhibit A – Scope of Work for details of budget items below. Provide an estimated number of accomplishments and a projected budget for each task. This submittal should comply with the provisions in Section II (Compensation) of this RFP.

#### ESTIMATED BUDGET

Service Provided	Accomplishment Type	Estimated Number	Budget Amount
Respond to Inquires	Individuals Assisted		\$
Fair Housing Rental Testing	Properties Tested		\$
Complaint Investigation	Individuals Assisted		\$
Fair Housing Workshops	Workshops Held		\$
Media Outreach - Broadcasts	Broadcasts Conducted		\$
Media Outreach - Articles	Articles Published		\$
Fair Housing Action Plan Updates			\$
Monthly Reporting			\$
<b>Total for 2019</b>			<b>\$</b>

## Exhibit D

### Proposal Evaluation Criteria

Consultant/Firm Name: \_\_\_\_\_

Each proposal will be evaluated on the basis of the following criteria and assigned a numerical score.

Qualifies for Local Preference:  Yes  No

Evaluation Criteria	Points Possible
<b>Fair Housing Experience</b>	30
<ul style="list-style-type: none"> <li>● Years of experience with fair housing counseling similar to the services outlined in Exhibit A – Scope of Work.</li> <li>● Years of Fair Housing Action Plan development and assessment</li> </ul>	
<b>Qualifications</b>	25
<ul style="list-style-type: none"> <li>● Educational or professional levels of management and supervisors.</li> <li>● Training requirements for staff answering inquiries.</li> <li>● Ability to work collaboratively with landlords, property managers, diverse racial and cultural groups and other community stakeholders.</li> </ul>	
<b>Diversity</b>	20
<ul style="list-style-type: none"> <li>● Strength of plan to reach to diverse racial and cultural groups to provide fair housing information and counseling.</li> <li>● Ability to assist persons with limited English proficiency.</li> </ul>	
<b>Outreach</b>	25
<ul style="list-style-type: none"> <li>● Strength of plan for outreach and community engagement.</li> </ul>	
<b>Total Points Possible</b>	100
<b>Proposal Score</b>	

Rating Committee: \_\_\_\_\_ Date: \_\_\_\_\_



## **Exhibit E**

### **Contract Requirements**

The following language will be included within the City's standard Contract for Services:

#### **1. Anti-Lobbying Certification**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

#### **2. Audit Requirements**

Upon execution of an agreement with the City, Consultant shall provide the City with a copy of its most recent audit if applicable to 2 CFR Part 200, Subpart F – Audit Requirements.

#### **3. Indemnification**

Consultant shall indemnify and save the City harmless from all claims or liabilities of any type or nature to any person, firm, or corporation, including any subcontractor, arising from, resulting from, or attributable to the work done under the contract by Consultant or acting with others.

#### **4. Clean Air and Water Acts**

Activities under this contract are subject to the requirements of both the Clean Air Act and Water Pollution Control Act and the applicable regulations.

#### **5. Conflict of Interest**

No Congressional representative and no resident commissioner shall receive any benefit from this contract agreement or activity. Procurement of property and services shall comply with the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42. In all cases not governed by these two sections, Consultant shall comply with all applicable City, State and federal regulations and requirements regarding conflict of interest.

## **6. Drug-free Workplace Certification**

When signing the contract, Consultant certifies that it complies with the Drug-Free Workplace Act of 1990 and will take the following actions:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing an ongoing drug-free awareness program to inform employees about -
  - i) The dangers of drug abuse in the workplace;
  - ii) The Consultant's policy of maintaining a drug-free workplace;
  - iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1.
- d. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the contract, the employee will:
  - i) Abide by the terms of the statement; and
  - ii) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d. (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected contract
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(ii), with respect to any employee who is so convicted.
  - i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a, b, c, d, e and f.

If the Consultant fails to comply with these requirements the City may suspend contract payments or terminate the contract, or both. If the City finds the Consultant has made a false certification or failed to carry out these requirements, the Consultant may also be ineligible for future federal awards.

## **7. Environmental Review**

Consultant agrees to comply with the National Environmental Policy Act (NEPA) contained in 42 USC 4321-4347 and the implementing regulations at 24 CFR Parts 50 and 58. No actions, by any party, shall be undertaken for any activity that would have an adverse environmental impact or limit the choice of reasonable alternatives under 24 CFR 58.22 without notice from the City that all environmental clearances have been approved.

## **8. Equal Opportunity**

Consultant must comply with the various laws and requirements listed, as follows:

- a. The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances:

In accordance with the federal statutes and regulations including Title VI of the Civil Rights Act of 1964, the Fair Housing Act (USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations; Consultant may not discriminate or exclude from employment or program participation any person due to race, color, national origin, sex, age, handicap, religion, familial status or religious preference.

- b. Rehabilitation Act of 1973 and the "504 Coordinator":

Consultant agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations. This involves evaluating the jurisdiction's current policies and practices, and modifications made to ensure compliance with Section 504. If you have 15 or more employees, you must designate a person as the "504 Coordinator" (see Chapter 4).

- c. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

This compliance section is commonly known as "Section 3." Section 3 requirements are applicable to Consultant, if this contract exceeds \$200,000, and is used for housing rehabilitation, housing construction, or other public construction activities. Section 3 is also applicable to your contractors and subcontractors performing work on Section 3 covered projects when your CDBG contract exceeds \$200,000 and their contract or subcontract amount exceeds \$100,000. Section 3 does not apply to contracts for the purchase of supplies and materials only (no installation). This contract specifies that:

- i) Consultant agrees to comply with "Section 3" which requires that opportunities for training and employment are provided, as much as possible, to lower income residents of the City of Cuyahoga Falls, and contracts to businesses in or principally owned by persons living in the City of Cuyahoga Falls.
- ii) Consultant agrees to have no other contractual or other concern that prevents compliance with the Section 3 requirements.

- iii) Consultant must include the text of this section (c) in all contracts and subcontracts for the project. Consultant may not approve any contract until the contractor or subcontractor has provided a written statement of its ability to comply with these requirements.
  - iv) Compliance with Section 3 requirements is a condition of receiving this federal funding, and non-compliance will subject Consultant to sanctions.
- d. Americans with Disabilities Act (ADA) of 1990:  
Consultant assures that it will comply with the ADA and applicable regulations and guidelines thereof which prohibit discrimination on the basis of disability in employment, state and local government service, and in public accommodations and commercial facilities.
- e. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or more, Consultant agrees to place in every construction contract and subcontract over \$10,000 the specified language regarding:
- i) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246);
  - ii) Standard Equal Employment Opportunity Construction Contract Specifications; and
  - iii) Goals and Timetables from U.S. Department of Labor.

## **9. Faith-Based Activities**

Monies received under this contract may not be used for inherently religious activities, such as worship, religious instruction or proselytization.

## **10. Flood Disaster Protection**

Consultant shall comply with the Flood Disaster Protection Act, Section 202(a) which prohibits federal financial assistance for buildings located in Special Flood Hazard Areas (SFHAs) within communities not participating in the National Flood Insurance Program. Section 102(a) mandates the purchase of flood insurance for buildings located in SFHAs as a condition of approval for federal financial assistance. Flood insurance protection is mandatory for acquisition, construction, reconstruction, repair and improvement activities. However, flood insurance is not required for routine maintenance activities.

## **11. Labor Standards - Federal Labor Standards Provisions**

Consultant must abide by and include in full in all contracts subject to these provisions, provisions regarding the Davis-Bacon Act, Copeland "Anti-Kickback" Act, Contract Work Hours and Safety Standards Act, the Fair Labor Standards Act (29 USC 201 et seq.) and Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3, and 5.

## **12. Lead-Based Paint Hazards**

Assistance provided under this agreement is subject to the Lead-Based Paint Poisoning Prevention Act and subsequent amendments; and to HUD Lead-Based Paint Regulations found at 24 CFR Part 35, et al.

### **13. Nondiscrimination Clause**

- a. The Consultant, its contractors and subcontractors may not unlawfully discriminate against employees or job applicants for any of the reasons listed, and must insure that the employees and applicants are treated and evaluated free from discrimination or harassment. The Fair Employment and Housing Act and regulations are incorporated into your contract by reference and the Consultant must comply with them. Contractors and subcontractors must also give written notice of their obligations to any labor organizations they have agreements with.
- b. The Consultant and its contractors and subcontractors must include the nondiscrimination and compliance clause in all of the contracts and subcontracts for work under this CDBG contract.

### **14. NLRB Certification**

By signing this contract, Consultant states under penalty of perjury that it has had no more than one unappealable finding of contempt of court issued by a federal court in the preceding two years because of failure to comply with a federal court order to comply with a National Labor Relations Board order.

### **15. Records Retention**

Consultant shall maintain all records and files relating to the inspections conducted for the City of Cuyahoga Falls for a period of five (5) years following the final payment under this contract or any extensions. Consultant shall make all records and files available upon request by the City or the U.S. Department of Housing and Urban Development for a period of five (5) years following the final payment under this contract or any extensions. These records will become the property of the City of Cuyahoga Falls upon termination of the contract.

**16. Relocation, Displacement and Acquisition** Projects involving acquisition of real property must comply with federal relocation law to accommodate those persons temporarily or permanently displaced by the project. Consultant must comply with federal relocation law for projects that include rehabilitating rental housing units.