

# REQUEST FOR PROPOSALS

## CITY OF PITTSBURGH, PA

### REQUEST FOR SERVICES TO PREPARE AN UPDATE TO THE CITY'S ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

Department of City Planning  
City of Pittsburgh, Pennsylvania

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## A. OVERVIEW:

The City of Pittsburgh, Department of City Planning, is seeking the services of a professional planning consulting firm to assist the City in its preparation of an update to its Analysis of Impediments to Fair Housing Choice (AI).

As the recipient of Federal CDBG funds, the City of Pittsburgh is required to take steps to affirmatively further fair housing as part of the obligations it assumes when it accepts Federal funds. As part of these efforts, the City must complete an update to its AI to coincide with its Five Year Consolidated Plan.

Pending the publication of regulations from HUD that detail specific requirements for the AI, the City requires that Consultants use the Fair Housing Guide from HUD as the primary source to guide the development of the AI ([www.hud.gov/offices/fheo/images/fhpg.pdf](http://www.hud.gov/offices/fheo/images/fhpg.pdf)). The final draft of the AI should incorporate the requirements found for the AI in the Fair Housing Planning Guide.

The purpose of the AI is to:

- Serve as the substantive, logical basis of Fair Housing Planning in the City
- Provide essential and detailed information to policy makers, administrative staff, housing providers, lenders, and fair housing advocates

An AI involves:

- A comprehensive review of the jurisdiction's laws, regulations, and administrative policies, procedures, and practices;
- An assessment of how those laws, etc., affect the location, availability, and accessibility of housing, services, commercial and retail development; and
- An assessment of conditions, both public and private, affecting fair housing choice in areas of low and high opportunity.

Impediments to Fair Housing choice are:

- Any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices or the availability of housing choices, and
- Any actions, omissions, or decisions which have the effect of restricting housing choices or the availability of housing choices because of race, color, religion, sex, disability, familial status, national origin, or sexual orientation.

The City intends to select an offeror which it deems best qualified in its judgment to provide assistance with the preparation of an update to the A.I.

## **B. SCOPE OF SERVICES –**

The Consultant will collaborate with the City of Pittsburgh's Department of City Planning in the identification, development, scheduling, and implementation of activities designed to complete an acceptable Analysis of Impediments to Fair Housing Choice and Housing Needs Assessment by HUD. Consultants are asked to describe the tasks required to successfully carry out the Scope of Services outlined below. However, Consultants may include additional services that the Consultant is capable of providing and which, in the Consultant's opinion, would enhance the implementation of the proposed Scope of Services. The scope of work includes, but is not limited to the following:

- Examine all pertinent data including demographic, income, employment and housing, as well as other studies that have been completed that relate to fair housing.
- Review prior and current activities that promote fair housing, including an assessment of agencies currently providing housing programs in the area.
- Examine private market issues that relate to the sale or rental of housing, the provision of brokerage services, mortgage lending, insurance sales and underwriting, property appraisals and property management.
- Evaluate public policies and practices which affect the provision of fair housing, including but not limited to public services, state and local laws, ordinances and regulations, planning and zoning laws and decisions, land use regulations, community development funding policies and practices in areas of low and high opportunity, procedures and practices of the local public housing authority and property tax policies including, but not limited to tax exemptions.
- Prepare a review and a status report of the existing impediments to fair housing.
- Identify any potential impediments to fair housing, listed in order of priority, with proposed methods of corrective actions, to address identified impediments.
- Identify public meetings needed to gather information from potential groups which should participate. At a minimum one (1) meeting with local housing providers and at least one (1) meeting with social service providers are required. The Consultant will be responsible for preparing agendas, handouts, and other presentation materials as appropriate, as well as maintaining notes and the results of each public meeting.

- At least two (2) individual meetings with the U.S. Department of Housing and Urban Development - Fair Housing and Equal Opportunity Office (HUD-FHEO) will be held on the proposed methodology and status of previous impediments.
- Consultants will plan to meet with agencies involved in activities that further fair housing, which may include the following:
  - City of Pittsburgh various Departments
  - URA of the City of Pittsburgh – Housing Department
  - URA of the City of Pittsburgh – Economic Department
  - URA of the City of Pittsburgh – Business Development Department
  - The Fair Housing Partnership of Greater Pittsburgh
  - NAACP Pittsburgh Chapter
  - Urban League of Greater Pittsburgh, Inc
  - Latino Roundtable of Pittsburgh
  - Realtors Association of Greater Pittsburgh
  - Allegheny County Department of Human Services - Mental Health and Mental Retardation
  - Allegheny County Department of Human Services - Area Agency on Aging
  - Housing Alliance of Pennsylvania
  - Pittsburgh Community Reinvestment Group
  - Neighborhood Legal Services
  - Three Rivers Center for Independent Living
- At least two (2) individual meeting should be held with each of the following agencies:
  - Housing Authority of the City of Pittsburgh
  - City of Pittsburgh Commission on Human Relations
- Provide maps illustrating the census demographics in the City of Pittsburgh.
- Provide a draft of the A.I. report in progress, for review and comment prior to the preparation of the final document.
- Complete the Fair Housing Chart per the HUD Pittsburgh FHEO request which needs to show the following:
  - Impediment to be addressed
  - Goals
  - Strategies to meet the goals
  - Responsible entities assigned to meet each strategy
  - Benchmarks
  - Proposed Investment
  - Year to be completed
- Provide a PDF copy and four (4) copies of the draft of the AI to the Department of City Planning.

- Conduct four (4) neighborhood meetings scattered throughout the City in cooperation with the Department of City Planning to gather public comments before the draft of the AI.
- Assist the Department of City Planning with one (1) public hearing while the draft Analysis of Impediments to Fair Housing Choice is on public display.
- Provide a PDF copy and five (5) copies of the final AI report to the Department of City Planning.

The Consultant will work closely with the Department of City Planning which is responsible for submitting the Updated A.I. to the U.S. Department of Housing and Urban Development. The Consultant will need to meet monthly with the Department of City Planning to provide status updates.

**Consultant Team:**

- The successful bidder for this project may be a sole consultant or a consulting team. Decisions concerning the selection of the lead consultant and the allocation of responsibilities and time among the consultants should be addressed in the response to the RFP.

**Public Participation Process:**

- As mentioned in the overview, the Consultant will be expected to present information to and gather feedback from the public and community stakeholders, through a series of meetings, which will be used in the development of the draft document.

**Consultant Products:**

- The final product will be the preparation of the Update to the Analysis of Impediments to Fair Housing Choice.

**Completion of the AI:**

- The work for the AI shall be completed within six (6) months of the effective date of the contract.

**Schedule:**

Release of RFP: October 26, 2011

Deadline for Submission: November 14, 2011 at 4:00 PM  
(Postmark does not meet deadline)

Tentative Selection Date: Week of November 28, 2011

## C. PROPOSAL FORMAT AND CONTENTS –

Three (3) copies of the proposal shall be submitted by the deadline and should include the following:

- Title Page
- Cover Letter
- Summary of proposed methodology to be used to address the scope of services as outlined in this request for proposals.
- Schedule of Work – the Consultant must include a time table for the performance of the work, including the completion of all tasks and delivery of all materials.
- Statement of consultant’s qualifications, including resumes of persons to be involved in the project and at least three references shall be provided.
- MBE/WBE Participation – the Consultant must describe how the Consultant will use MBE/WBE firms, the amount of funds budgeted for these firms, and the firms Certifications as MBE/WBE.
- Cost Proposal – the Consultant shall provide a detailed cost breakdown for each element of the proposed scope of services (meetings, research, mapping, etc.), hourly rates of all persons involved in this AI, a breakdown on the number of hours for each staff member, a breakdown of expenses (travel, printing, mailing, etc.), and total lump sum not to exceed amount for the preparation of the AI.

### **Submission of Proposal**

Proposals shall be sent by certified mail or any other means that guarantees the sender a signed receipt, and must be received by 4:00 P.M. of the deadline date which is November 14, 2011. Faxed or emailed proposals are not acceptable.

Proposals received after the deadline date and time shall not be considered.

### **Modification of Proposals**

Respondents may modify their proposals, without prejudice, provided the modifications are received prior to the deadline for delivery of proposals.

## D. CONSULTANT SELECTION –

The proposals shall be reviewed by the Department of City Planning and other City personnel as appropriate. Proposals shall be evaluated according to the following criteria:

- Completeness of the proposal and the extent to which the objectives of the project have been met or exceeded. 0-30 points
- Experience of the project manager and of individuals assigned to this project with similar projects. 0-30 points
- Previous knowledge and experience with Federal Program for the City of Pittsburgh. 0-10 points
- Minority/Women firm participation. 0-5 points
- Amount and basis of compensation. 0-25 points

Maximum Points: 100

### **Selection Procedure:**

After its initial review and evaluation of the proposals, the Department of City Planning may at its sole discretion interview those Consultants that it selects as finalists, or may choose to select a Consultant without interviews. Costs incurred for an interview are not reimbursable.

Responsibility for Consultant selection and project management rests solely with the Department of City Planning.

The Department of City Planning reserves the right to reject and dismiss all proposals if deemed unacceptable with regard to this Request for Proposal.

## **E. FINANCIAL AND CONTRACTUAL MATTERS –**

### **Parties Bound:**

The contract shall be between the City of Pittsburgh (“City”), and the Consultant. The contract shall be directed and managed by the Department of City Planning.

### **Commencement of Work and Execution of Contract:**

The City cannot process invoices nor approve payments until the contract has been fully executed by all City signatories, a process which normally takes four (4) weeks after agreement in principle between the Consultant and the City.

### **Standard Contracts Not Acceptable:**

City laws and policies mandate the incorporation of various terms and conditions into all City contracts. For this reason the City will not sign any respondent’s standard contract. The remainder of this section sets forth City provisions regarding rights in data, indemnity, insurance, minority and women’s business enterprise participation, anti-discrimination, and other matters.

- **Rights in Data** - All photographic, graphic, printed, electronic, or other data developed pursuant to this project shall be the property of the City, and the contractor shall relinquish to the City without further payment all copyrights and other claims to ownership or use of such data.
- **Indemnity** - The City requires all contractors to indemnify the City by including the following clause in all City contracts:

“The Contractor hereby agrees to indemnify, save and hold harmless, and defend the City, its officers, agents, and employees against liens, charges, claims, demands, losses, costs, judgments, liabilities, and damages of every kind and nature whatsoever, including court costs and legal fees, arising by reason of: the performance by the contractor of any services under this agreement; any act, error or omission of the Contractor or of any agent, employee, licensee, contractor, or subcontractor of the Contractor; or any breach by the contractor of any of the terms, conditions, or provisions of this Agreement. The Contractor shall indemnify and save harmless the City against and from any and all claims and liabilities whatsoever on account of, or by reason of, or growing out of personal injuries or death to any person, including the Contractor and its employees, whether the same results from the actual or alleged negligence of the City or the City’s agents and/or employees or otherwise, it being the intent of this provision to absolve and protect the

City of Pittsburgh from any and all loss by reason of the premises or anything related in any way whatsoever to the contract. The Contractor shall supply evidence of insurance satisfactory to the City covering the liabilities and indemnification required by the contract.”

- **Insurance** - The standard insurance coverage required by the City for professional services contracts is as follows:
  - All insurance must be on an occurrence basis, not a claims-made basis.
  - The City must be listed as an additional named insured, not merely as a certificate holder.
  - Insurance should provide 30 days cancellation notice.
  - The contractor shall provide an insurance certificate showing that it meets the requirements.
  - The contractor shall have insured its liability under the Pennsylvania Workmen’s Compensation and Occupational Disease Acts. The statutory amounts are \$100,000 per occurrence and \$500,000 in the aggregate. This requirement does not apply to independent *contractors who have executed* the appropriate certificate to that effect.
  - General liability (including property damage and bodily injury), automobile liability, and professional liability shall be provided in the following amounts:

Public Liability and Property Damage:	Each Occurrence	Aggregate
Bodily injury, including death	\$500,000	\$1,000,000
Property damage	\$50,000	\$100,000
 Automobile Liability and Property Damage:		
Bodily injury, including death	\$500,000	\$1,000,000
Property damage	\$50,000	\$100,000
 Professional Liability:		 \$250,000

Where circumstances warrant, the City Law Department can grant a waiver or an exception to any of these terms upon written request from the awardee.

- **Minority and Women's Business Enterprise Participation** - Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE) participation is requested in all City of Pittsburgh contracts. Such participation may be demonstrated by utilization of MBE/WBE firms through the use of subcontracts with such firms in support services, supplies, etc. Respondent shall include in the proposal a plan on how and to what extent the MBE/WBE participation will be utilized. In order for the proposed MBE/WBE participation to be considered, a copy of a current MBE/WBE certification letter for the respondent or the subcontractor must be submitted with the proposal. PennDOT, County of Allegheny, City of Pittsburgh and the Commonwealth of Pennsylvania Department of General Services are recognized governmental certifications. Certifications from Port Authority of Allegheny County and Regional Minority Purchasing Councils must be accompanied by one of the above mentioned governmental entities.
- **Anti-discrimination** - The Contractor shall not discriminate in its employment on the basis of race, color, religion, ancestry, national origin, place of birth, sex, age, disability, non-job-related handicap, or sexual orientation. The Contractor shall comply with the applicable provisions the Pittsburgh Code Title 6 (Conduct), Article V (Discrimination), and any amendments thereto. The Contractor shall also comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, any amendments thereto and any regulations issued thereunder. The Contractor shall incorporate in any subcontracts which may be permitted under the terms of the Agreement a requirement that said subcontractors also comply with the provisions of Article V and its amendments.