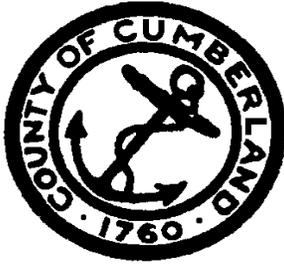


REQUEST FOR PROPOSALS (RFP)



PREPARATION OF THE 2022-2026 REGIONAL ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING

**PROPOSALS DUE BY
4:00 PM, JUNE 18, 2021**

May 21, 2021

CITY OF PORTLAND/CUMBERLAND COUNTY HOME CONSORTIUM PARTICIPATING JURISDICTIONS: Baldwin, Bridgton, Brunswick, Cape Elizabeth, Casco, Chebeague Island, Cumberland, Falmouth, Freeport, Gorham, Gray, Harpswell, Harrison, Long Island, Naples, New Gloucester, North Yarmouth, Portland, Pownal, Raymond, Scarborough, Sebago, South Portland, Standish, Westbrook, Windham, Yarmouth

I. Introduction

The Cumberland County HOME Consortium (CCHC), whose membership includes the Cumberland County Entitlement Jurisdiction (which is comprised of twenty five small cities and towns that participate in HUD funded programs through the County), the Town of Brunswick and the City of Portland, is soliciting quotes from qualified consulting firms that are experts in the preparation of an Analysis of Impediments to Fair Housing Choice (AI). The selected consultant will need to coordinate with each member jurisdiction, fair housing service providers, housing authorities, other appropriate agencies, housing service providers, and stakeholders to identify impediments to fair housing choice and develop strategies to address the identified impediments in a 5-year Fair Housing Action Plan.

II. Overview

In 2010, the Greater Portland Council of Governments (GPCOG) was awarded a Sustainable Communities Regional Planning Grant from the U.S. Department of Housing and Urban Development which led to the creation of a regional partnership of communities, organization and businesses called Sustain Southern Maine. The Sustain Southern Maine partnership worked together to complete a Regional Analysis of Impediments to Fair Housing (RAI) in 2013.

Participating jurisdictions desire a new analysis to identify current impediments to fair housing choice in the private and public housing sectors and the identification of appropriate strategies or remedies to address these impediments within the City of Portland, as well as throughout the Cumberland County regions.

HUD established requirements for all localities receiving federal assistance to affirmatively further fair housing. These regulations require entitlement jurisdictions to engage in fair housing planning. Under these requirements, the jurisdictions' fair housing obligation is summarized as follows:

1. Conduct an Analysis of Impediments to Fair Housing Choice at the beginning of the Consolidated Plan cycle. The majority of the participating jurisdictions is preparing a 5-year Consolidated Plan that will cover the 2022-2026 program years.
2. Plan and carry out actions to overcome the effects of identified impediments.
3. Maintain records and make available information and reports, including the Analysis of Impediments (AI), and document actions undertaken or to be undertaken to eliminate identified impediments.

The HUD encourages jurisdictions to evaluate their fair housing issues as an individual jurisdiction and within the context of the larger region. As a result, a Regional AI should encompass both the local analysis for each participating jurisdiction and a regional analysis including Greater Portland, coastal and western Cumberland County.

III. Scope of Services

A. Analysis of Impediments to Fair Housing Choice

The AI is a review of impediments to fair housing choice in the public and private sector. The AI involves:

- A comprehensive review of local laws, regulations and administrative policies, procedures and practices.
- An assessment of how those laws, regulations and administrative policies, procedures and practices affect the location, availability, and accessibility of housing.
- An assessment of conditions, both public and private, affecting fair housing choice for all protected classes.
- An assessment of the availability of affordable, accessible housing in a range of unit sizes.

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.
- Any actions, omissions, or decisions which have the effect of restricting housing choices or the availability of housing choices on the

basis of race, color, religion, sex, disability, familial status, or national origin.

The scope of services shall include:

1. A review of past analysis, including the Regional Analysis of Impediments to Fair Housing Choice Plan 2013, the City of Portland's Analysis of Impediments to Fair Housing 2013 and any Analysis of Impediments to Fair Housing Choice prepared for any jurisdiction with Cumberland County and efforts taken by any jurisdiction to eliminate or reduce impediments.
2. Analysis of current housing patterns that may reflect barriers to housing choice and identification of barriers themselves.
3. Analysis of policy and/or practice (both public and private) that creates barriers to housing choice.
4. Work with each participating jurisdiction, fair housing service organizations, public housing authorities and relevant agencies or taskforces operating within the County of Cumberland to comprehensively understand and characterize impediments to fair housing choice and collect any relevant and necessary information and data to prepare and complete the requested Regional AI consistent with prior HUD Analysis of Impediments to Fair Housing regulations and the Fair Housing Planning Guide issued by HUD or other current regulations or guidance. In this context, impediments to fair housing choice are defined as:
 - Any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin that restrict housing choices or the availability of housing choice.
 - Any actions, omissions, or decisions that have this effect. Such actions, omissions, or decisions include those that have an intentional or unintentional discriminatory impact.
5. Outreach to fair housing stakeholders and the general public to provide the opportunity to take part in the Regional AI development process. Utilization of a consultation and input process that ensures the inclusion of the general public, individuals and groups that represent protected classes and other diverse groups, fair housing organizations, community-based organizations, housing providers, realtors, lenders, community planning officials, private developers, and any other relevant stakeholders necessary to produce a Regional AI. Currently, the participating jurisdictions are proposing a minimum of four community forums/public meetings to be held in different geographical areas in the county. The consultant will be responsible for inviting participants, preparing agendas, handouts and other presentation materials as appropriate. The consultant must ensure that proper interpretation services are available at all public meetings and forums. The consultant must maintain transcripts and minutes of the forums/meetings and citizen comments/input received.
6. All materials, outreach efforts and meetings must be available in

languages other than English that are relevant to the county. These languages may include, but are not limited to: French, Spanish, Vietnamese, Korean, Mandarin and Arabic.

7. Development of tabular data and maps indicating concentrations of nonwhite residents, residents living in poverty, availability of public transportation, lending rates (HMDA data), housing costs (rental and ownership), Section 8 rental assistance, public housing, publicly-subsidized housing, group homes, and other information consistent with current HUD regulations and the Fair Housing Planning Guide issued by HUD.
8. Literature review, generation of information, and data analysis of the effects of:
 - a. Building, occupancy, health and safety codes and the use of accessibility standards and reasonable accommodation in local construction.
 - b. Applicable zoning and land use laws and policies that place restrictions on housing or housing choice and the application of reasonable accommodation with respect to disabled populations.
 - c. Patterns and areas of segregation at the regional and census tract level, including identification of areas/neighborhoods with elements of opportunity (schools, employment, healthcare, transportation, retail, public services, recreation, etc) as well as areas with missing elements of opportunity or elements requiring enhancements.
 - d. Policies and practices concerning the application of local neighborhood or site standards on new construction especially for assisted housing development.
 - e. Policies and practices that connect transportation and available social services with housing opportunities.
 - f. Policies and practices that affect the equal provision of governmental services related to housing access.
 - g. Policies concerning activities causing displacement, which may affect opportunities to select housing inside and outside areas of nonwhite concentration, or housing that is accessible.
 - h. Policies and practices that affect the representation of nonwhite individuals and the disabled on local land use boards and commissions.
 - i. Policies and practices of public housing agencies and other housing assistance providers with respect to tenant selection and assignment, reasonable accommodation, delivery of services, and maintenance and accessibility.

- j. Policies and practices regarding the sale and rental of real estate, such as racial steering or “blockbusting,” “all adult” issues, deed restrictions, inaccessible design, local occupancy standards and practices, local lending practices, real estate appraisal practices, insurance underwriting practices, and segregated housing conditions.

5-year Fair Housing Action Plan

The following tasks shall be included:

1. Preparation of strategies and action steps to address and eliminate identified impediments to fair housing choice both for individual jurisdictions and on a regional level.
2. Strategies and actions shall be identified separately for each participating jurisdiction and include appropriate prioritization after consultation with each jurisdiction.
3. Table listing action to be taken annually to address identified impediments.

Submission of the Plan

1. Provide periodic progress updates to the regional group as requested (minimum monthly meeting).
2. Provide a draft of the Regional AI report and 5-yr plan in progress for review and comment by the participating jurisdictions, prior to submission of the final document.
 - a. The draft Regional AI and 5-year Fair Housing Action Plan document will be made available by each participating jurisdiction for a 30-day public review period prior to presentation of the draft document to each participating jurisdiction’s elected officials. One bound copy of the completed draft Regional AI and 5-year Fair Housing Action Plan document along with an electronic version shall be provided by the consultant to each participating jurisdiction.
3. At the completion of the project, the consultant shall provide each participating jurisdiction one bound copy of the final Regional AI and 5-year Fair Housing Action Plan document and an electronic version in a fully searchable and bookmarked PDF file (not exceeding 5MB) that includes all tables, figures, and maps.
4. Complete the work within 180 days of contract execution.

IV. Request for Proposals

Proposals, including all required exhibits and attachments, shall be submitted to Cumberland County, via email to styles@cumberlandcounty.org by **4:00 p.m. EST on Friday, June 18, 2021**. No late proposals will be considered. The bidder shall be bound to the terms of the proposal for a period of sixty (60) days following the bid deadline.

To be considered a completed proposal, the following items should be included:

1. Complete legal name, address, telephone number and email address of Consultant submitting proposal
2. Name, address, telephone number, and email of designated contact person.
3. Brief overall description of Consultant and services provided.
4. Description of Consultant's background, qualifications and experience and the background, qualifications and experience if the Consultants key staff assigned to this project relevant to carrying out the scope of work.
5. A list of sub-consultants (if any) that will be working on this project. Please note that sub-consultants shall not be changed without prior authorization by the participating jurisdictions. Resource identification, including but not limited to map production, data analysis, and data collection.
6. Resume of Consultant's key staff and sub-consultants that will be assigned to this project.
7. Statement regarding familiarity of Consultant/Consultant's key staff or sub-consultant, assigned to project with fair housing laws and regulations and fair housing related issues.
8. Description of the approach, methodology and tasks the Consultant expects to utilize to successfully carry out the Scope of Work.
9. A work plan including an itemized timeline projecting key project benchmarks, individual responsibilities, and work products. Proposed structure or draft outline of the Regional AI and 5-year Fair Housing Action Plan that will be consistent with consistent current HUD regulations and the Fair Housing Planning Guide issued by HUD.
10. A brief outline of the terms and conditions proposed for the Regional AI and 5-year Fair Housing Action Plan, along with a budget, detailing estimated costs necessary to accomplish the Scope of Work. The outline and budget should be broken out for the following tasks: 1.) data collection, 2.) data analysis, 3.) regulatory review, 4.) outreach and input process, 5.) community forums/public meetings, 7.) draft AI and 5-yr

Action Plan and 8.) final AI and 5-yr Action Plan. The budget must include a breakdown of hours by task and identify the task's assigned individuals. A schedule of hourly rates of all individuals working on the project must be included.

11.A brief summary of similar projects your firm has successfully completed. Please provide samples of documents prepared for other jurisdictions and a list of at least three references.

12.Three professional references.

13.Insurance Requirements:

- Occurrence-based Professional Liability Insurance for errors, omissions and negligence, in the amount of One Million Dollars (\$1,000,000.00) per claim.
- Occurrence based Commercial General Liability Insurance coverage in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, death and property damage, including completed operations coverage for no less than two years following completion of the Work;
- Occurrence-based Automobile Liability Insurance coverage in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, death and property damage;
- Workers' Compensation Insurance coverage to the extent required by law, which shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees;

With respect to the Automobile and Commercial General Liability Insurance, the selected consultant shall name the City of Portland as an additional insured for coverage only in those areas where government immunity has been expressly waived by 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the City of Portland under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City of Portland. Prior to execution of this Agreement, the selected consultant shall furnish the City of Portland and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the City of Portland of termination of insurance from the insurance provider or agent. The selected consultant shall also provide a copy of any endorsement naming the City of Portland as additional insured. A certificate that merely has a box checked under "Addl Insr," or the like, or that merely states the City of Portland is named as an Additional Insured, will not be acceptable. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. Upon City of Portland's request, the selected consultant shall provide City of Portland with a complete

copy of any of the above-referenced policies. The selected consultant shall be responsible for any and all deductibles and/or self-insured retentions (not to exceed \$10,000.00 without prior written approval of Corporation Counsel). The City of Portland's acceptance or lack of acceptance of the selected consultant's Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of the selected consultant's obligation to obtain and maintain such insurance as required by this agreement. If the selected consultant maintains broader coverage and/or higher limits than the minimum shown above, the City of Portland requires and shall be entitled to the broader coverage and/or higher limits maintained by the selected consultant. *(In the event that the Contractor requires access to the City's network or if the Contractor will be accessing or storing any sensitive City data, the City may also require Contractor to carry cyber liability insurance).*

V. Evaluation and Selection Process

The participating jurisdictions will evaluate submittals and select a proposal that meets the selection criteria. The selection of the Consultant shall be based on the following criteria:

- a. Experience** - The Consultant's experience in successfully performing similar work for a government agency, including the background and experience of Consultant's key staff assigned to work on this project. The Consultant must demonstrate a broad knowledge of the Federal requirements associated with these plans, must have the ability to work with various organizations and the public in the preparation of the plans and must demonstrate experience in obtaining governmental approval for similar documents, including the ability, availability and willingness to respond to questions from the public, staff and elected offices and the demonstrated ability to defend their work product, if challenged.
- b. Consultant Capacity** - The ability of the Consultant to accomplish all tasks expressed and implied in the Scope of Work.
- c. Timelines and Deliverables** - The proposed timelines and milestones to deliver products or services per scope of work.

There will be no official bid opening. The successful Consultant will enter into a contract, professional services agreement, or purchase order with each participating jurisdiction. While cost is a consideration, the participating jurisdictions (collectively) are not limited to selecting the lowest bid as this is a qualifications based decision. However, if there is a major difference in the quotes from one bidder to the next, cost will be factored more highly. Prior to the review of the quotes, a potential Consultant may submit a written request for interpretation, clarification or correction of the Request for Quote documents. These requests will be addressed via email. Any interpretation or correction of the Request for Quote documents shall be made available, in a

timely manner to all other respondents requesting any interpretation or correction.

VI. Questions

The lead agency will respond to any questions regarding this Request for Quote via e-mail. All questions must be submitted by **4:00 p.m. EST on Friday, June 4, 2021** to styles@cumberlandcounty.org.

VII. Payment for Services

Each participating jurisdiction will pay a pro-rated share of the total costs directly to the City of Portland as lead agency administering the contract. The lead agency will make payments directly to the consultant upon successful completion of the scope of work and based upon the following schedule.

1. Forty percent (40%) of the total cost will be paid upon submission of a complete draft Regional AI for review by the participating jurisdictions.
2. Twenty percent (20%) of the total cost will be paid upon the submission of a complete draft 5-year Fair Housing Action Plan for review by the participating jurisdictions.
3. Thirty percent (30%) of the total cost will be paid upon submission of a complete final draft of both the Regional AI 5-year Fair Housing Action Plan to HUD for review and approval.
4. Ten percent (10%) of the total cost will be paid upon the participating jurisdictions determination that the work product meets or exceeds current HUD requirements and the Fair Housing Planning Guide issued by HUD.

VIII. Copies of Existing Plans

Current planning documents including 5-year Consolidated Plans, Action Plans, Housing Elements, Zoning Codes, and the previous Regional or Local Analysis of Impediments to Fair Housing are available for review upon request.

IX. Additional Notes

1. This request for proposals and the selection process shall in no way be deemed to create a binding contract or agreement of any kind between any participating jurisdiction, their elected or appointed officials or staffs, and any respondent.
2. All legal rights and obligations between the successful Consultant and any participating jurisdiction will come into existence only when a contract, agreement or purchase order is fully executed by the parties, and the legal rights and obligations of each party shall at that time be only those

rights and obligations which are set forth in the agreement and/or any other document superficially referred to in that agreement and executed by the parties.

3. Each consulting firm preparing or submitting a response to this scope of work request agrees that any costs incurred resulting from the preparation of the response to this request are at the consultant's sole cost and expense. The County shall not, under any circumstances, be responsible for any costs or expenses incurred by a consultant in preparing a proposal. Each consultant agrees that proposals and all documentation and supporting materials submitted with a proposal shall remain the property of the participating jurisdictions.
4. The proposed activity will be partially or completely funded with HUD funds in accordance with federal laws and regulations which require that all contracts with consultants for activities utilizing HUD funds adhere to all applicable requirements, including but not limited to a drug-free workplace, non-discrimination, equal employment opportunity, training and business opportunity and non-segregated facilities. The selected consultant shall certify that they meet all applicable federal requirements.
5. Minority and Women Owned businesses are encouraged to apply.
6. In the event of a HUD audit or review of the completed Regional AI and 5-year Fair Housing Action Plan document, the successful consultant shall interface with HUD to justify the accuracy of the finished document, describe the techniques of data collection, and ensure that the Regional AI document complies with all HUD requirements. If HUD requires changes to the completed Regional AI and 5-year action plan document to meet federal requirements, the successful consultant shall make the changes to the Regional AI and 5-year Fair Housing Action Plan document by consulting with participating jurisdictions.
7. Participating jurisdictions (as a group) reserves the right to accept or reject any and all of the responses, in whole or in part; to alter the selection process in any way; to postpone or cancel the selection process for its own convenience at any time; to waive any defects/informalities; to disregard all non-conforming, non-responsive or conditional responses; and/or to issue a new request for bids at any time.
8. Participating jurisdictions will sign two separate contracts with the chosen consultant; one for the City of Portland and one for Cumberland County.