

REQUEST FOR PROPOSALS

Community Development Block Grant Administrative Services

The Town of Tiverton is seeking proposals from qualified entities to provide professional administrative services for the Town's Community Development Block Grant (CDBG) program and Disaster Recovery (CDBG-DR) program. The entity awarded a contract under this Request for Proposal (RFP) will be responsible for developing, submitting, monitoring, managing, and reporting on annual CDBG grant applications and any other pertinent grant applications for CDBG funds that may be available from the State of Rhode Island Office of Housing and Community Development (OHCD), as well as management of all CDBG funded activities conducted by subrecipient entities. Administrative services will be contracted for Program Years 2019, 2020, and 2021 (July 1, 2019 to June 30, 2022), with the option of extending the contract for an additional two subsequent federal grant years, at the discretion of the Town.

More detailed information is available at the Town web site, www.tiverton.ri.gov/onlinedocuments, or at the Town Clerk's office in Town Hall.

Proposals must be submitted by **2:00 PM on November 15, 2019**, in a sealed package, clearly marked on the outside: "CDBG ADMINISTRATIVE SERVICES". Submittals must include one (1) original and three (3) copies of the proposal, as well as one (1) electronic copy, and be addressed to

Town Clerk
Tiverton Town Hall
343 Highland Road
Tiverton, RI 02878

REQUEST FOR PROPOSALS

Community Development Block Grant Administrative Services

Submission Deadline: November 15, 2019, 2:00 PM
Town Hall, 343 Highland Road, Tiverton, RI 02878

Background

The Town of Tiverton is seeking proposals from qualified entities to provide professional administrative services for the Town's Community Development Block Grant (CDBG) program and Disaster Recovery (CDBG-DR) program. The entity awarded a contract under this Request for Proposal (RFP) will be responsible for developing, submitting, monitoring, managing, and reporting on the annual CDBG grant applications and any other pertinent grant applications for CDBG funds that may be available from the State of Rhode Island Office of Housing and Community Development (OHCD), as well as management of all CDBG funded activities conducted by subrecipient entities.

Administrative services will be contracted for Program Years 2019, 2020, and 2021 (July 1, 2019 to June 30, 2022), with the option of extending the contract for an additional two subsequent federal grant years, at the discretion of the Town.

The deadline for submission of proposals is 2:00 PM on November 15, 2019. It is the responsibility of the submitting entity to ensure that the proposal is received prior to the deadline. Any proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm. The Town assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the due date. Proposals arriving after the deadline will not be considered.

All proposals shall be submitted to Town Clerk, Tiverton Town Hall, 343 Highland Road, Tiverton, RI 02878. To be considered, one (1) original and three (3) copies of the proposal, as well as one (1) electronic copy must be submitted in a sealed package, clearly marked on the outside: "CDBG ADMINISTRATIVE SERVICES."

Any questions or requests for clarification related to the contents of this Request for Proposals or how to submit a proposal must be submitted in writing to the Town Administrator at the same Town Hall address. All questions must be submitted prior to November 8, 2019. Responses will be collected as an amendment to this RFP and made available to all prospective bidders within 48 hours. It is the responsibility of the submitting entity to ensure they have any and all amendments of this RFP.

The Town reserves the right to accept or reject any or all proposals, and to request additional information from respondents clearly in consideration for award.

Scope of Work

The successful respondent will collaborate with the Tiverton Planning Department in developing, submitting, monitoring, managing, and reporting on the annual CDBG grant applications and any other pertinent grant applications for CDBG funds that may be available from the State of Rhode Island Office of Housing and Community Development (OHCD), as well as management of all CDBG funded activities conducted by subrecipient entities. The Scope of work shall include but is not limited to the following:

Annual Application Development

- Help develop and submit the annual CDBG application to the OHCD in partnership with and on behalf of the Town.
- Assist Town staff with solicitation of projects from Town departments, boards, commissions and potential nonprofit sub-recipients.
- Assist Town staff in assembly of application materials for submittal to OHCD.
- Attend public hearings as requested by Town staff.

CDBG and Sub-Recipient Management

- Coordinate contract signing with OHCD.
- Create and coordinate signing of sub-recipient contracts.
- Begin and complete Environmental Reviews / Request for Release of Funds (RROF) of all funded activities as required.
- Provide technical assistance, guidance and administrative oversight for sub-recipient activities.
- Administer the CDBG award received by the Town, including but not limited to:
 - Oversee all projects to ensure projects are on track to completion
 - Ensure compliance with federal and state regulations on employees and respondent personnel, where required.
 - Receive, evaluate, and approve respondent invoices / requisitions and submit them to the Town for payment.
 - Receive and approve requests for payment from sub-recipients/housing rehabilitation projects & submit to Town staff for processing.
 - Prepare and submit drawdown of funds for above to OHCD

Housing Rehabilitation

- Solicit, review and approve applications from property owners for the repair of homes in accordance with all applicable federal, state and local requirements
- Bid and contract for repairs, monitor progress on repairs, and process payments for repairs in accordance with all applicable federal, state and local requirements

Reporting, Documentation, and Record Keeping

- Prepare and submit required reports to OHCD.
- Prepare and submit final CDBG close out reports for grants.
- Prepare and submit all other necessary monitoring and reporting data as required by Town or OHCD.
- Maintain records on compliance, expenditures, grant drawdowns and other pertinent financial and administrative requirements.
- Maintain all records for a period of time to be negotiated with Town. Arrangements can be made to turn all records over to the Town for storage, if necessary.
- Provide copies of all correspondence, reports and notifications with sub-recipients and/or OHCD to the Town in a timely manner following completion of tasks as noted above.

Additional Duties

- Assist the Town in obtaining access to any intermittently funded CDBG opportunities offered by OHCD that the Town would like to access
- Assist the Town and manage funds from other federal or state programs available which further the goals of CDBG activities

Response Format

The Town of Tiverton is seeking to contract with a well-qualified professional administration / management firm or consultant experienced in grants, grants management, and contract application and administration. The successful bidder shall have experience with CDBG compliance. Proposals shall be 8.5"x11" organized in the following manner:

- 1) Statement of Qualifications:
 - a. Provide a concise description and history of your organization including its legal status and general background.
 - b. Description of knowledge of and experience working with CDBG and related state and federal programs, with an emphasis on recent experience.
 - c. Staffing plan, approximate number of hours to be assigned, and relevant experience of individuals to be performing the tasks outlined in this RFP.
 - d. A list of references from other governmental units along with contact information and a description of services provided.

- 2) Budget and Budget Narrative:
 - a. Provide your cost proposal to accomplish the scope of work outlined above and for any additional services required. Fee schedule should detail expenses by year for staff hours and other expenses necessary to carry out the requirements of this RFP. The proposal must include all costs that are necessary to successfully complete the activities described in this RFP.
 - b. The Town is exempt from the payment of the Rhode Island State Sales and Use Taxes under Rhode Island General Law, 44-18-30, as amended. Further, the Town is also exempt from the payment of any excise or federal transportation taxes. The fee schedule submitted must be exclusive of same, and will be so construed. The Town will execute exemption certificates as required.

Evaluation Criteria

The Town reserves the right, in order to serve the best interests of the Town, to reject any or all proposals, waive any technical defect or informality in a proposal, allow corrections of errors or omissions, accept or reject any portion of a proposal, and/or request additional information or clarifications from respondents.

All proposals received will be evaluated and ranked according to the following criteria:

Criteria	Maximum Points
Organizational Experience	30
Staffing Plan and Capacity	25
Technical Approach / Understanding of the Project	25
Proposed Cost	20
<i>Total</i>	<i>100</i>

General Information on Submitting Proposals

1. It is the respondent's responsibility to examine all specifications and conditions thoroughly, and to comply fully with specifications and all attached terms and conditions. Respondents must comply with all Federal, State, and Municipal laws, ordinances and regulations, and meet any and all registration requirements where required for contractors as set forth by the State of Rhode Island. Failure to make a complete submission as described herein may result in a rejection of the proposal.
2. **EXCEPTIONS:** All Proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. The Respondent specifically agrees to the conditions set forth in this RFP by signature to the Proposal.
3. **COLLUSION:** The respondent warrants that he/she has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of full competitive bidding.
4. **ORAL EXPLANATIONS:** The Town shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
5. **COST FOR PROPOSAL PREPARATION:** All costs associated with developing and submitting a response to this Request, or to provide clarification of its content shall be borne by the respondent. The Town assumes no responsibility for these costs.
6. **MODIFICATIONS:** Prior to the deadline established for this RFP, changes may be made to proposals already received by the Town if that respondent makes a request to the Town Clerk, in writing, to do so. No changes to proposals shall be accepted after the RFP deadline.
7. **TIME FOR ACCEPTANCE:** Proposals are considered to be irrevocable for a period of not less than ninety (90) days following the opening date, and may not be withdrawn, except with the express written permission of the Town Clerk. Should any respondent object to this condition, the respondent must provide objection through a question and/or complaint to the Town Clerk prior to the deadline.
8. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the respondent agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the issuing agency, until after the award of the contract. Only those communications with the issuing agency authorized by this RFP are permitted. All respondents are advised that they are not to have any communications with the issuing agency during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the contract), unless the Town's purchaser contacts the respondent(s) for purposes of seeking clarification.
9. **SUBMISSIONS BECOME PUBLIC RECORD:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by respondents shall become the property of the Town when received. Respondents are advised that all materials submitted for consideration in response to this Request for Proposal shall be considered to be public records as defined in Title 38, Chapter

2 of the Rhode Island General Laws, without exception, and may be released for inspection immediately upon request once an award has been made.

10. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the respondent does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent possible. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL." Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by Rhode Island law.
11. **RESPONDENT'S REPRESENTATIVE:** Each respondent shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
12. **SUBCONTRACTING:** Respondents may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
13. **ANTI-KICKBACK ACKNOWLEDGEMENT:** The respondent acknowledges, under the pains and penalties of perjury, that he/she has not been offered, paid, or solicited for any contribution or compensation, nor has he/she been granted a gift, gratuity, or other consideration, either directly or indirectly by any officer, employee or member of the governing body of the Town who exercises any functions or responsibilities in connection with either the award or execution of the project to which this contract pertains. Further, the respondent acknowledges, under the pains and penalties of perjury, that he/she has not offered, paid, or solicited by way of any contribution or compensation, nor has he/she granted a gift, gratuity or other consideration either directly or indirectly to any officer, employee, or member of the governing body of the Town who exercises any functions or responsibilities in connection with either the award or execution of the project to which this project or contract pertains.
14. **NONDISCRIMINATION:** The successful bidder will not discriminate against any employee based on race, creed, color, national origin, sex, sexual orientation, gender identity, age, handicap, religion or religious preference, under any program or activity funded through CDBG or CDBG-DR, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC §§ 3601-29) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.
15. **INSURANCE:** The successful bidder shall carry sufficient liability insurance and agree to indemnify the Town against all claims of any nature which might arise as a result of the conduct of the work described in this RFP and respondent's proposal.
16. **DISCRIMINATION PROHIBITED:** During the performance of the Scope of Work described in this RFP, the respondent must ensure that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subject to discrimination based on race, creed, color, national origin, sex, sexual orientation, gender identity, age, handicap, religion or religious preference, under any program or activity funded through CDBG or CDBG-DR, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC §§ 3601-29) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates

of pay or other forms of compensation, and selection for training, including apprenticeship.

17. The respondent agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 USDA 794); American with Disabilities Act of 1990 (42 USDA 12101 et seq.); Title IX of the Education Amendments of 1972 (20 USDA 1681 et seq.); The Food Stamp Act, and the Age Discrimination Act of 1975, the United States Dept. of Health and Human Services Regulations found in 45 CFR, Parts 80 and 84; The United States Dept. of Education Implementing Regulations (34 CFR, Parts 104 and 106); and the United States Dept. of Agriculture, Food and Nutrition Services (7 CFR 272.6).
18. The respondent agrees to comply with all other provisions applicable to law, including but not limited to the Governor's Executive Order No. 96-14, which prohibits discrimination on the basis of sexual orientation, and RIGL 28-5-5 and 28-5-41.1, relating to gender identity or expression.