



## **Town of Old Orchard Beach**

### **NOTICE TO VENDORS**

**June 7, 2024**

**NOTICE IS HEREBY GIVEN** that sealed proposals will be received by Town Manager, for the Town of Old Orchard Beach, ME by June 21, 2024, by 3:00 pm, at 1 Portland Ave., Old Orchard Beach, ME 04064 for:

**RFP Request for Proposals (RFP) – Professional Services:**

**Grant Consulting Services**

**Term: July 1, 2024 – June 30, 2025**

The Town of Old Orchard Beach is requesting proposals from qualified individuals, firms, or teams who wish to provide professional services – Grant Consulting Services for the Town, pursuant to applicable State statutes in accordance with the specifications or Town approved equivalent.

Specification and other RFP information may be obtained at the Town of Old Orchard Beach Town Hall, 1 Portland Ave., Old Orchard Beach, ME 04064 during regular business hours 8:00 am to 4:00 pm, or by Town website at [www.oobmaine.com](http://www.oobmaine.com), or send your request via email below.

**Email:** [tfleury@oobmaine.com](mailto:tfleury@oobmaine.com)

## INSTRUCTIONS TO VENDORS AND STATUTORY REQUIREMENTS

### SUBMISSION OF PROPOSALS

1. Sealed proposals shall be received by the Town (Town of Old Orchard Beach) in accordance with RFP Notice.
2. Sealed proposals will be received by the designated representative at the time and location as stated in the Notice to Vendors, and at such time and place will be publicly opened. The Town reserves the right to postpone the date for the presentation and opening of Proposals.

Proposal(s) shall be submitted in a sealed envelope: (1) addressed to the Town, (2) bearing the name and address of the Vendor written on the face of the envelope, and (3) clearly marked "**RFP – Professional Services: Grant Consulting Services**". There shall be one (1) original and one (1) duplicate copy and one (1) electronic copy of the proposal submitted.

3. It is the Vendor's responsibility that proposals are presented to the Town at the time and at the place designated. Proposals may be hand delivered or mailed; however, the Town disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by express mail service, the designation in sub-section 2, above, must also appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened.
4. Once proposals have been opened, they shall remain firm for a period of sixty (60) calendar days.
5. More than one proposal from an individual, a firm, a corporation or association under the same name shall not be accepted.
6. The entire proposal section of the proposal package is to be returned completed. All proposals must be made upon the proposal forms attached hereto and should give the unit price in figures and the total price for the work, and must be signed and acknowledged by the Vendor, in accordance with the directions in the Proposal. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the

Town. Any changes, whiteouts, strikeouts, etc. in the proposal must be initialed in ink by the person signing the proposal. If proposal format is not provided, the vendor may use their own format for submission.

7. Each proposal form must give the full business address, business phone, fax if available, e-mail, the contact person of the Vendor, and be signed by an authorized representative as follows:
  - a. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
  - b. Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
  - c. Proposals by sole-proprietorship shall be signed by the proprietor.
  - d. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

9. The RFP/Bid package will be provided as PDF file at no cost to the prospective respondents and available on the Town's website. All addenda are posted on the Town's website.

**The Vendor shall be required to have the following insurance coverage.**

#### **INSURANCE REQUIREMENTS**

Except as otherwise provided by this Agreement, the Contractor and its subcontractors and consultants shall obtain and maintain, throughout the term of this Agreement and at no expense to the Town, the following insurance coverage:

**A. Workers' Compensation Insurance** in amounts required by Maine law and **Employer's Liability Insurance**, as necessary, as required by Maine law. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Workers' Compensation Act, Contractor shall, at its own expense, provide for the protection of its employees not otherwise protected.

**B. General and professional liability insurance** in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq. ) as amended from time to time, combined single limit, to protect Contractor, any subcontractor performing Services

under this Agreement, and Town from claims and damages that may arise from operations under this Agreement, whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed by them.

**C. Automobile Liability Insurance** in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq.) as amended from time to time, combined single limit, to protect Contractor, any subcontractor performing work covered by this Agreement, and Town from claims and damages that may arise from operations under this Agreement, whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed by them.

**D.** All such insurance policies shall name Town as an additional insured, except that for purposes of workers' compensation insurance, Contractor and its subcontractors instead may provide a written waiver of subrogation rights against Town. Contractor, prior to commencement of Services under this Agreement, and any of its subcontractors, prior to commencement of Services under any subcontract, shall deliver to Town certificates satisfactory to Town evidencing such insurance coverage.

#### **CERTIFICATES OF THE REQUIRED INSURANCE**

All such insurance policies shall name Town as an additional insured, except that for purposes of workers' compensation insurance, Contractor and its subcontractors instead may provide a written waiver of subrogation rights against Town. Contractor, prior to commencement of Services under this Agreement, and any of its subcontractors, prior to commencement of Services under any subcontract, shall deliver to Town certificates satisfactory to Town evidencing such insurance coverage.

Self-insured Vendors shall submit an affidavit attesting to their self-insured coverage at the time of submission and shall name the Town as an additional insured prior to contract execution.

#### **SPECIFICATIONS FOR RFP**

The Town is issuing this Request for Proposals ("RFP") from qualified individuals, firms, or teams who wish to provide grant consulting services for the Town as directed by Town officials. The Town is seeking these services for a period of twelve (12) months, to commence when the contract is signed. The Town shall have the option to renew the contract for two (2) additional one-year terms. The Town shall notify the Contractor whether or not, it will be renewing the contract 45 days before the expiration date of the contract. The successful respondents must have significant experience in representing municipal clients or other local governments and public agencies. The Town of Old

Orchard Beach reserves the right to pre-qualify and/or contract with one or more individuals or firms. Such services shall include, but not necessarily be limited to, the following:

1. Federal grants, loans and tax credit applications including, but not limited to: FEMA Public Assistance grants; Federal Infrastructure Bill grants and funding opportunities; US Department of Energy's conservation and resiliency programs, HUD's Affordable Housing tax credits, Community Development Block Grants ("CDBG") and HOME program grants, FEMA's Section 404 and 406 grants, Assistance to Firefighters Grants (AFG), Flood Mitigation Assistance Grants, Hazard Mitigation Grant Program ("HMGP"), and Pre-Disaster Mitigation Grant Program/Building Resilient Infrastructure and Communities ("BRIC") Grant Program, Historic Preservation Tax Credits, New Market Tax Credits, Congestion Mitigation Air Quality ("CMAQ"), Edward Byrne Memorial Justice Assistance Grants, Social Service Block Grants ("SSBG"), Stormwater Management (Section 319(h)) grants, and Water Infrastructure Finance and Innovation Act ("WIFIA") funding; Transportation Infrastructure Generating Economic Recovery ("TIGER") grants, and State of Maine Department of Transportation Infrastructure Grants.
2. State grants, low interest loans and tax credit applications.

### **Professional Information and Qualifications**

Each interested firm shall submit the following information:

1. Name of Firm;
2. Address of principal place of business and all the firm's offices and corresponding telephone and fax numbers. Please note specifically which persons will be assigned to work with the Town;
3. Areas of grant consultant expertise;
4. Description of firm's education, experience, qualifications, number of years with the firm and a description of their experience with projects similar to those described above;
5. Experience related to grants consultation with municipalities and public entities;
6. At least four (4) references, three (3) of which must have knowledge of your grants consultation with a public entity;
7. Examples of your record of success providing grants consulting services for public entities;

8. The firm's ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff);
9. Cost details, including the hourly rates of each of the individuals who will perform the services, and all expenses. Work will be paid based on the hourly rates plus expenses of the individuals performing the work and upon submission and approval of a breakdown of the time spent on the work. The proposer shall provide a not to exceed cap on services for a twelve-month contract.
10. Business Registration Certificate (prior to contract award but preferably with the proposal).

**PROPOSAL REQUIREMENTS**

Provide all required and requested documentation and forms as indicated in this RFP.

**ORGANIZATION REQUESTING PROPOSAL**

Town of Old Orchard Beach, ME  
1 Portland Ave.,  
Old Orchard Beach, ME 04064

**CONTACT PERSON**

To obtain copies of proposal contact  
Tim Fleury, Executive Assistant to the Town Manager  
207.937.5626  
[tfleury@oobmaine.com](mailto:tfleury@oobmaine.com)

OR the Town's website at [www.oobmaine.com](http://www.oobmaine.com)

**PERIOD OF CONTRACT**

The contract shall be for a period of twelve (12) months from the date the contract is signed.

**EXAMINATION OF PROPOSAL DOCUMENTS**

By submitting a proposal, the Vendor represents that they have thoroughly examined and become familiar with the work required under this RFP and that they are capable of performing quality work to achieve the Town's objectives.

**SUBMISSION REQUIREMENTS**

Please submit one (1) original, one (1) duplicate copy and one (1) electronic copy (thumb drive/usb)

**BASIS OF AWARD  
EVALUATION CRITERIA**

Contained herein below are the evaluation criteria for the qualification statement. Points shall be awarded based on the information contained in the qualification statement for each category as listed, with a high score of total possible points meaning that the qualification statement meets all required criteria for that category and a score of zero meaning that the qualification statement did not meet any of the required criteria for that category. A contract may be awarded based upon the consideration of price and other factors in accordance with the Town’s ordinances and objectives.

<b>EVALUATION CRITERIA</b>		<b>ACTUAL SCORE</b>
<b>TECHNICAL CRITERIA</b>	----	
Vendor’s qualification statement is complete and responsive to the technical/RFP requirements;	<b>5</b>	
Vendor’s history and past performance of like projects;	<b>10</b>	
<b>MANAGEMENT CRITERIA</b>	----	
Demonstrated ability to meet deadlines;	<b>10</b>	
Qualification (education, experience and credentials – licenses and certifications) of assigned personnel (principle-in-charge, project manager, technicians, and staff);	<b>10</b>	
Detailed description of work or projects in other municipalities	<b>15</b>	
Favorable recommendations or references from similar clients;	<b>10</b>	
Proof (copies) of related licenses and certifications;	<b>10</b>	
<b>HOURLY RATES</b>	----	
Detailed hourly rates of assigned personnel by task and inclusion of all work;	<b>15</b>	
Competitiveness of hourly rates and total annual price.	<b>15</b>	
<b>POINT TOTALS</b>	<b>100</b>	