

The Town of Summerville  
Request for Proposals  
HUD/Community Development Block Grant Professional Services  
Opening Date: May 22, 2023  
Closing Date: June 15, 2023

The Town of Summerville (hereinafter referred to as “Town”) is seeking proposals from consultants and consulting firms to provide professional services for technical assistance in connection with the Town’s Community Development Block Grant (CDBG) program and meeting required HUD guidelines. The Town of Summerville is an eligible grantee and receives CDBG funds through HUD to support community development for low-and moderate-income persons.

**SCOPE OF WORK**

The consultant will be responsible for but not limited to the following:

- The consultant will assist the Town in the Environmental Review process for program activities.
- The consultant will be responsible for developing and preparing all required HUD reporting (Consolidated Plan, Annual Action Plan, CAPER, etc.) in final form for submission electronically in the IDIS system after Town of Summerville staff review and approve.
- The consultant will be responsible for making any revisions required by HUD after submission of any documents.
- The consultant will work in conjunction with Town staff on troubleshooting with HUD relative to using the IDIS system.
- The consultant will assist in monitoring subrecipients as needed.
- The consultant will prepare for publication, notices which inform the public of the Town’s CDBG Program and invite public comment and participation in accordance with statutory and regulatory requirements.
- The consultant will attend, if needed, public hearings, Town Council meetings, and staff meetings.
- The consultant will assist the Town, as needed, as questions and/or issues arise during the grant period.
- The consultant will set up activities in the IDIS system.

**TYPE OF CONTRACT**

The Town intends to sign a lump sum contract with one consultant for the services. To the extent that the consultants choose to make joint proposals, one consultant must be designated the lead

consultant to sign the contract and be the point of contact with The Town of Summerville. The Town reserves the right to reject any or all proposals or to waive minor informalities and technicalities to make a selection, if any, based solely on the best interests of the Town.

### **PREPARATION OF PROPOSAL**

All proposals should be complete and carefully worded and must convey all the information requested by the Town.

### **QUESTIONS**

Every effort has been made to ensure that all information needed by the consultant is included herein. If a consultant finds that it cannot complete a proposal without additional information, it may submit questions, in writing, to the Town of Summerville contact. No negotiations, decisions or actions shall be initiated by any consultant or potential consultant as a result of any verbal discussion with any Town of Summerville representative or employee.

All questions in connection with this proposal shall be directed to the Town of Summerville, Purchasing Agent, Scott McDonald, 200 South Main Street, Summerville, SC 29483, smcdonald@summervillesc.gov or 843-695-6508.

### **PROFESSIONAL LIABILITY COVERAGE**

The consultant shall submit with its proposal evidence that it has or can obtain professional liability coverage in an amount not less than one million dollars and that said coverage includes, but is not limited to the scope of work.

### **TERMINATION BY THE TOWN**

Funds for this contract are payable from the Town's CDBG funds and the Town's General Fund. In the event no funds or insufficient funds are appropriated and made available for payments due under this contract, then the Town shall immediately notify the consultant of such occurrence, and this contract shall create no further obligation of the Town as to such current or succeeding fiscal year and shall be null and void, except as to the portions of payments herein agreed upon for funds which shall have been appropriated and budgeted. In such event, this contract shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the Town of any kind whatsoever. No right of action or damages shall accrue to the benefit of the consultant as to that portion of this contract that may so terminate. The Town shall provide the successful consultant with notice not less than thirty (30) days prior to the date of cancellation, if such time is available. Otherwise, prompt notice will suffice. In the event of occurrence of the circumstances described immediately above, the consultant shall not prohibit or otherwise limit the Town's right to pursue and contract for alternate solutions and remedies as deemed necessary by the Town for the conduct of its affairs. All provisions stated herein shall apply to any amendment or the execution of any option to extend the contract.

### **APPROVAL OF USE OF NAMES**

The consultant shall not have the right to include the Town or Summerville's name in its published list of customers without prior approval. With regard to news releases, only the name of the consultant type and duration of contract may be used and then only with prior approval of the Town. The consultant agrees not to publish or cite in any form any comments or quotes from the Town Council members, officials or staff. The consultant further agrees not to refer to award of

this contract in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by the Town.

### **OTHER**

The Proposer must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, disability, sexual orientation, gender identity or familial status and follow requirements of the Housing and Urban Development Act of 1968, as amended.

### **COMPLIANCE WITH CODES, ORDINANCES, INDUSTRY STANDARDS**

During the term of this contract, it shall be the consultant's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules and regulations, tariffs, and industry standards. The consultant and any and all subcontractors of the consultant shall have a Town of Summerville business license before work begins.

### **ASSIGNMENT**

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Town.

### **SAFETY PRECAUTIONS**

The Town assumes no responsibility with respect to accidents, illness, or claims arising out of any work undertaken with the assistance of funds paid under the contract. The consultant shall take necessary steps to ensure or protect itself and its personnel. The consultant agrees to comply with all applicable local, state, and federal occupational and safety acts, rules and regulations. The Town will require proof of Worker's Compensation coverage.

### **POLITICAL ACTIVITY**

The consultant shall comply with all applicable provisions of the Federal "Hatch Act" as amended.

### **RESTRICTIONS FOR LOBBYING**

In accordance with 31 U.S.C. 1352, funds received under this contract may not be expended to pay any person or influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of any agency, or an employee of a member of Congress in connection with any of the following covered Federal actions: 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. This restriction is applicable to all subcontractors and must be included in all subcontracts.

### **COMPLIANCE WITH FEDERAL REGULATIONS**

State or Federal requirements that are more restrictive shall be followed.

### **AMERICANS WITH DISABILITIES ACT (ADA)**

The consultant shall comply with the ADA, as applicable.

## **DEBARMENT CERTIFICATION**

The consultant agrees to comply with the applicable provisions of 45 CFR Part 76 (2004).

## **AUDITS AND REVIEWS**

The consultant shall, throughout the life of the contract, participate in State and Federal audits. The consultant shall provide support to the Town during any and all audits. The support shall include, but shall not be limited to; producing documentation, gathering data, preparing reports or correspondence, and assisting the Town in responding to questions.

## **SUBCONTRACTORS**

If the consultant proposes to use key professional personnel who are not employed by the consultant in a full-time capacity, the consultant must include a resume(s) of the personnel, specifically designate what portions(s) of the project the personnel will be responsible for and what percentage, in terms of time, of the project will be performed by such personnel. The consultant shall be professionally liable for the work of such personnel and shall provide assurances to the Town that such personnel will devote sufficient time to the project in order to carry out the designated project work.

## **SELECTION CRITERIA**

1. Qualifications – up to 20 points maximum
2. Experience with similar projects – up to 20 points maximum
3. HUD/CDBG experience – up to 20 points maximum
4. Response to proposal – up to 20 points maximum
5. Cost of services – up to 20 points maximum

Proposals must be submitted to: Attn: Scott McDonald, Purchasing Agent, Town of Summerville, 200 South Main Street, Summerville SC, 29483 (Phone 843-695-6508) in a **sealed** envelope clearly marked, “**PROPOSAL**”. Proposals will be opened and read out loud publicly at 11:00am in the Town of Summerville Annex Training Room located at 200 South Main Street, Summerville, SC 29483. **Proposals received after the deadline of 11:00am June 15, 2023 WILL NOT BE CONSIDERED.** Submit one (1) original and three (3) copies of the proposal. The proposal does not commit the Town of Summerville to award a contract or pay any cost incurred in the preparation of proposals. The Town of Summerville reserves the right to accept or reject any or all proposals received as a result of the request, to negotiate with all qualified offerors, or to cancel in part or in its entirety, if this is in the best interest of the Town to do so.