



**Chesapeake Bay Trust, Maryland Department of Natural Resources,  
and Environmental Protection Agency**

## **REQUEST FOR PROPOSALS**

### **CONSULTANT SERVICES**

### **COMMUNITY-BASED ORGANIZATION CAPACITY BUILDING INITIATIVE**

### **TECHNICAL ASSISTANCE SERVICES FOR THE**

### **RESILIENCY THROUGH RESTORATION INITIATIVE**

### **AND THE WATERSHED ASSISTANCE GRANT PROGRAM**

**Proposal Deadline: April 21, 2021**

## **SECTION I - INTRODUCTION**

1.1 **Purpose:** The purpose of this Request for Proposals ("RFP") is to select a contractor to serve as a "Technical Assistance Provider" as part of the Community-Based Organization Capacity Building Initiative (CBO-CBI). The purpose of the CBO-CBI is to bridge the resource gap between mainstream established organizations and community-based organizations and partners, and build the capacity of community-based organizations. Historically under-engaged community-based organizations, representing populations who receive inadequate or inequitable services and/or who experience quality-of-life disparities, will be engaged as potential applicants to watershed restoration-focused grant programs ([Resiliency through Restoration Initiative](#) (RRI) and [Watershed Assistance Grant Program](#) (WAGP)). The role of the Technical Assistance Provider is to support project development and facilitate the submission of robust applications to these grant programs by eligible organizations. The work to be supported will advance outcomes from the Chesapeake Bay Agreement. The CBO-CBI is a partnership between the Chesapeake Bay Trust (Trust) and the Maryland Department of Natural Resources (DNR), with funding provided by the Environmental Protection Agency (EPA).

## **SECTION II – SERVICES/SCOPES OF WORK and OFFEROR'S MINIMUM QUALIFICATIONS**

### **2.1 Scope of Work – Maximum Bid and Timeline:**

Maximum bid: Bids not to exceed \$153,300

Timeline: Work must be completed by September 30, 2021

**2.2. Scope of Work – Introduction:** Biennially, Maryland submits Two-Year Milestones to the EPA that identify programmatic and implementation goals it will strive to meet during the following two-year milestone period. The milestones reflect the near-term commitments of Maryland’s partners in the collaborative effort to restore the Chesapeake Bay and its watershed. The milestone framework is designed to accelerate nutrient and sediment reductions to the benefit of local communities and the Bay watershed. While this framework is critical to the success of a restored Chesapeake Bay, it is also critical to ensure that a diversity of community-based organizations are engaged in this framework.

The opportunity for healthy Maryland waterways becomes greater when more organizations and residents are intentionally included and involved in the care and protection of their local environment. Without a wide range of communities investing in and reaping the benefits of healthy natural resources, the goal of a restored Chesapeake will not be met. In May 2019, the Chesapeake Bay Trust (the Trust), the Chesapeake Bay Funders Network, and the Choose Clean Water Coalition released a [Diversity, Equity, Inclusion, and Justice \(DEIJ\) Guide](#) with recommendations for how organizations working on environmental issues and the funders who support them can increase DEIJ efforts within their organizations. The Guide, informed by two years of research, was the first effort of its kind within the Chesapeake Bay Watershed restoration community. The impetus for developing and releasing the DEIJ Guide grew out of a recognized lack of diversity in the environmental community and environmental restoration efforts broadly. One of the DEIJ Guide recommendations is to provide support to bridge the resource gap between mainstream or established organizations and community-based organizations and partners, with an additional recommendation to build the capacity of smaller community-based organizations to bridge the gap.

The purpose of the CBO-CBI will be to work with partners to identify and engage historically under-engaged community-based organizations as potential applicants to watershed restoration-focused grant programs and then provide necessary technical assistance to facilitate robust application submissions. The CBO-CBI will be designed to support lower capacity organizations to ensure that they have the technical assistance and resources necessary to pursue environmental restoration efforts. The short-term goal of the CBO-CBI is to see a measurable increase in the number of applications from organizations new to the RRI and WAGP that represent historically under-engaged communities, with the ultimate goal being the accelerated achievement of local Watershed Implementation Plan (WIP) goals. For specific types of eligible projects that the community based organizations could apply for, see the respective grant program websites linked in section 1.1.

The CBO-CBI will specifically focus on the WAGP and the RRI. The WAGP is administered by the Trust as part of the Watershed Assistance Collaborative (WAC) and supported by EPA funding through DNR and the Maryland Department of the Environment. It provides funding support for the design and planning of locally implemented stormwater mitigation and natural filters projects. The RRI is administered by DNR and provides funding support for the design and construction of natural and nature-based practices that address vulnerabilities to flooding hazards associated with climate impacts. By focusing on these two specific grant programs, the CBO-CBI will provide additional capacity needed to achieve WIP milestones and make Maryland communities more resilient by broadening the number and diversity of organizations pursuing watershed implementation planning and project design.

The framework of the CBO-CBI is built on the involvement of two types of partner organizations:

1. **Connector Groups:** The first type of organization will have meaningful connections with historically under-engaged community-based organizations and will conduct prioritized outreach to organizations within their networks that are eligible to receive technical assistance and apply to the grant programs referenced above (RRI and WAGP).
2. **Technical Assistance Providers:** The second type of partner organization will have significant experience with green infrastructure design, engineering, and grant proposal writing.

Both types of organizations will work closely together to build the capacity of community-based organizations interested in applying to the grant programs. The latter, technical assistance providers, is the focus of this RFP.

2.3 **Scope of Work – Deliverables:** Offerors must outline in detail their ability to perform the following services in a timely fashion:

- Deliverable A – A report detailing initial consultations provided to at least twenty (20) community-based groups (contact information to be provided by “Connector” group(s)), including:
  - Photos of site visits conducted to assess site conditions, narrative summaries of applicant/community concerns, and recommendations on appropriate best management practices (BMPs) and/or assessments for site improvement that incorporate multiple ecological objectives especially water quality enhancement and climate resiliency, and
  - follow-up correspondence with the community-based organizations with recommended next steps that best meet the needs of the community and resources for how to accomplish desired outcomes.
- Deliverable B – A report detailing technical assistance provided to a minimum of ten (10) groups (a sub-set of the initial twenty (20) plus groups provided an initial consultation), corresponding to the submission of a minimum of ten (10) complete grant proposals to the WAGP and/or RRI solicitations. The report must detail assistance with project development, concept design creation, estimated nutrient reduction calculations, proposal narrative writing, budget creation, and submission of online applications.
- Deliverable C – A report summarizing the results of a pre- and post-survey, developed by the consultant, demonstrating increased understanding of how to identify viable projects and associated BMPs, knowledge of available financial resources, and comfort and ability with grant writing among at least ten (10) of the identified groups.
- Deliverable D – Review and provide feedback of Trust grantee capacity building resources, such as a contractual RFP template and technical assistance provider database fields.
- Deliverable E – A final report summarizing lessons learned and recommendations about how to overcome barriers to community-based organization ability to pursue similar projects.

2.4 **Qualifications and Expertise:** Offeror’s personnel assigned to perform under the Contract should have the following:

- a) A minimum of eight (8) years of experience with green infrastructure design, engineering, and permitting (required)
- b) A minimum of eight (8) years of experience with grant writing (required)
- c) A minimum of eight (8) years of experience planning and designing green infrastructure projects for climate resiliency (required)
- d) A minimum of five (5) years of experience working with local communities to develop green infrastructure and resiliency projects (required)
- e) A minimum of five (5) years of experience working with under-engaged communities (required)
- f) A minimum of three (3) years of experience with sea level rise projections and climate data (preferred)
- g) Experience calculating nutrient reduction values (required), particularly utilizing FieldDoc [www.fielddoc.org](http://www.fielddoc.org) (preferred)

### SECTION III – ADDITIONAL SERVICES

3.1 **Additional Services:** The Contract Officer may request ancillary or additional services within the capacity of the Contractor as may be useful or necessary in the interests of the Trust and the Project for any of the above Scopes of Work.

3.2 **Add/Deduct:** The Trust reserves the right to add or remove items from the base bid proposal during the contract and modify or adjust scope of work and payment as needed.

### SECTION IV - PROPOSAL FORMAT AND SUBMISSION INFORMATION

4.1 **Principal Solicitation Officer and Issuing Office:**

Contract Officer: Emily Stransky  
Telephone Number: 410-974-2941 x101  
E-Mail: [Estransky@cbtrust.org](mailto:Estransky@cbtrust.org)  
Address: Chesapeake Bay Trust  
108 Severn Avenue,  
Annapolis, MD 21403

The sole point of contact for the purpose of this RFP is the Contract Officer.

4.2 **Prospective Offerors:** An “Offeror” is a person or entity that submits a proposal in response to this RFP.

4.3 **Cancellation; Discretion of Contract Officer:** This RFP may be canceled in whole or in part and any proposal may be rejected in whole or in part at the discretion of the Contract Officer. In addition, the Contract officer has the right to negotiate separately with any Offeror in any manner which will best serve

the interests of the Trust. The Contract Officer may waive any mandatory condition or minimum qualification if she determines that such action is in the best interest of the Trust.

4.4 **Submission Instructions/Proposal Closing Date:** Offerors must submit proposals using our Online Application System, located at: [https://www.grantrequest.com/SID\\_1520?SA=SNA&FID=35341](https://www.grantrequest.com/SID_1520?SA=SNA&FID=35341) no later than **4:00 p.m. on April 21, 2021** (the "**Closing Date**"). Requests for extensions will not be granted, late applications will not be accepted, and the online funding opportunity will close promptly at 4:00 pm. **Offerors are strongly encouraged to submit at least a few days prior to the deadline** given potential for high website traffic on the due date. The Trust cannot guarantee availability of Online Application System technical assistance on the deadline date. If email confirmation of submission is not received within two business days, please contact the Principal Solicitation Officer listed in Section 4.1.

Proposals are irrevocable for 90 days following the Closing Date.

4.5 **Proposal Format:**

**Narrative:** The Offeror must submit a proposal that includes responses to a-d in a concise ( $\leq 5$  pages) description. Items e) and f) may be addressed outside of the 5-page limit and may be attached as additional pages. All material must be submitted in one electronic file.

- a) Names of personnel providing the services and number of years of experience in such areas
- b) The Offeror's proposal for how to address the elements of the scope(s) of work and required outcomes described in the services and deliverables section (Section II above), including how the project will safely conduct the proposed work considering the current COVID-19 pandemic
- c) Response to the qualifications section: a description of the experience to provide services in the topics described above as described in Section 2.4
- d) Names, phone numbers, and email addresses of three references
- e) The resume or CV of the individual(s) providing the service
- f) Any other information which the Offeror considers relevant to a fair evaluation of its experience and capabilities

**Budget:** **The Offeror shall submit a budget including total number of hours and hourly rate of compensation for the services to be performed during the term of the Contract broken down by direct rate, benefit rate, indirect rate, profit, and direct expenses; any additional costs required to complete the project; and total compensation.** Under this program, food and beverage costs will not be supported. Use the Application Budget worksheet in the Financial Management Spreadsheet accessible at [www.cbtrust.org/forms](http://www.cbtrust.org/forms), and if needed, provide additional justification or explanation as an attachment to the proposal. The proposed rates of compensation will be irrevocable for a period of 90 days from the Closing Date, or if modified during negotiations, for a period of 90 days from the date such modified rates are proposed by the Offeror. If your proposed indirect rate is higher than 10% of the direct costs and your proposal is selected for funding, you will be required to provide the Negotiated Indirect Cost Rate Agreement (NICRA) documentation.

**Subcontracting Opportunities.** It is assumed this solicitation will result in small procurements that will not provide realistic opportunities for subcontracting, though multiple organizations may apply as a collaborative or partnership with an identified project lead. If, however, an Offeror considers subcontracting of services to be available, they should so specify, and in that case demonstrate compliance with [Good Faith Efforts](#) to engage Disadvantaged Business Enterprises.

4.6 **Professional Liability Insurance:** The Offeror shall agree to maintain in full force and effect during the term of the Contract usual and customary amounts of liability insurance coverage in connection with the performance or failure to perform services under the Contract.

4.7 **Eligible Organizations:** No entity may enter into a Contract with the Chesapeake Bay Trust under this funding opportunity unless the entity has provided its DUNS number to the Trust.

## **SECTION V - EVALUATION PROCEDURE**

5.1 **Qualifying Proposals:** The Contract Officer will review each proposal for compliance with the minimum qualifications set forth in "Offeror's Minimum Qualifications."

5.2 **Deviations and Negotiation:** The Contract Officer shall have the sole right to determine whether any deviation from the requirements of this RFP is substantial in nature, and the Contract Officer may reject non-conforming proposals. In addition, the Contract Officer may waive minor irregularities in proposals, allow an Offeror to correct minor irregularities, and negotiate with responsible Offerors in any manner deemed necessary or desirable to serve the best interests of the Project.

5.3 **Evaluation:** Proposals shall be evaluated by a review committee composed of technical experts and facilitated by the Contract Officer. Evaluation will be made on the basis of the evaluation criteria discussed below and may include any oral presentation that may be required by the Contract Officer, through a recommendation by the technical review committee, at his or her discretion. The Contract Officer reserves the right to recommend an Offeror for contract award based upon the Offeror's proposal without oral presentations or further discussion. However, the Contract Officer may engage in further discussion if he or she determines that it might be beneficial. In such case, the Contract Officer will notify those responsible Offerors with whom further discussion is desired. In addition, the Contract Officer may permit qualified Offerors to revise their proposals by submitting "best and final" offers.

5.4 **Evaluation Considerations:** Proposals and any oral presentation by Offerors who meet the minimum qualifications set forth in Section II will be evaluated by the technical review committee on the basis of the following factors:

- A. **Proposed Team (Specific Individual(s) Responsible for Performance of Contract):** Evaluation of the qualifications, reputation, and compatibility with needs of the Trust and the Project of the individual or individuals who will perform the Contract.
- B. **Proposed Approach:** Evaluation of the work to be performed to accomplish the goals outlined in the Scopes of Work in Section II.

- C. **Experience of Offeror**: Evaluation of the quality and quantity of the Offeror's experience and expertise in the areas proposed, supported by references.
- D. **Capacity**: Evaluation of the Offeror's ability and commitment to meet timeline for the Project.
- E. **Price and Hours**: Hourly rate and number of hours to be devoted to the project.

## **SECTION VI: OTHER INFORMATION**

6.1 **Disclosure**: Proposals submitted in response to this RFP may be provided to government agencies and be subject to disclosure pursuant to the provisions of the Access to Public Records Act of the State Government Article of the Annotated Code of Maryland (the "Public Information Act"). Offerors must specifically identify those portions of their proposals, if any, which they deem to contain confidential or proprietary information and must provide justification why such materials should not, upon request, be disclosed by the State under the Public Information Act.

6.2 **Expenses**: The Trust and the Contract Officer are not responsible for any direct or indirect expenses which an Offeror may incur in preparing and submitting a proposal, participating in the evaluation process, or in consequence of this solicitation process for any reason.

6.3 **Acceptance of Terms and Conditions**: By submitting a proposal in response to this RFP, (A) the Offeror accepts all of the terms and conditions set forth in this RFP; (B) the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract; (C) the Offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the United States Government or the State or any department or unit thereof, including, without limitation, the payment of taxes and employee benefits, and, if selected for award, that it shall not become so in arrears during the term of the Contract; and (D) the Offeror, acknowledges that they are compliant with federal employment and non-discrimination laws and have not been debarred, convicted, charged or had civil judgment rendered against them for fraud or related offense by any government agency (federal, State, or local) or been terminated for cause or default by any government agency (federal, State, or local).

6.4 **Disadvantaged Business Enterprise/Minority Business Enterprise (DBE/MBE) Participation**: This RFP encourages the participation of DBE/MBE firms (members of a group as defined in the State Finance and Procurement Article of the Annotated Code of Maryland (the "Procurement Article"), Section 14-301(f)(i)(ii)). The Trust encourages DBE/MBE firms who meet the minimum qualifications to respond to this RFP.

6.5 **Parties to the Contract**: The contract to be entered into as a result of this RFP (the "Contract") shall be between the successful Offeror (the "Contractor") and the Trust and may be subject to EPA approval prior to Contract award.

6.6 **Contract Documents**: The Contract shall include the following documents: this RFP, the Contractor's Proposal (to the extent not inconsistent with the RFP or the Contract), and the Contract.

In the event of an inconsistency, the Contract shall have priority over the other documents and specific conditions of the Contract shall have priority over General Conditions.

6.7 **Contract Term**: The Contract term shall commence as of a date to be specified in the Contract and, unless sooner terminated in accordance with the Contract, shall end when all work authorized under the Contract has been successfully completed, unless the Contract is renewed or extended at the sole option of the Contract Officer.

6.8 **Billing Procedures and Compensation**:

- A. **Method**: The Contractor(s) must comply with billing procedures as may be required by the Contract Officer and Maryland Department of Natural Resources. These may entail monthly reporting of time and eligible expenses or may be based upon satisfactory completion of benchmark tasks.
- B. **Records**: The Contractor(s) shall submit invoices in a form acceptable to the Contract Officer and maintain records relating to the costs and expenses incurred by the Contractor(s) in the performance of the Contracts for a period of three years from the date of final Project payment under the Contracts.

6.9 **Certification**: The Offeror shall certify that, to the best of its knowledge, the price information submitted is accurate, complete, and correct as of the Closing Date, and if negotiations are conducted as of the date of "best and final offer."

6.10 **Branding**: All products (outreach materials, events) will be branded the Trust logo. Products may be required to include funding partner logos on a case-by-case basis pending funding partner approval.