Chesapeake Bay Trust

REQUEST FOR PROPOSALS

CONSULTANT SERVICES
Federal Fiscal Compliance Training and Capacity Building

SECTION I - INTRODUCTION

1.1 **Purpose:** The purpose of this Request for Proposals ("RFP") is to secure a qualified contractor to deliver live federal fiscal compliance training and individualized capacity-building support for Chesapeake Bay Trust (the "Trust") grantees, through the Environmental Protection Agency as part of the Capacity Building Initiative. The work to be supported will advance outcomes from the Chesapeake Bay Agreement. Funding is supplied by the Environmental Protection Agency.

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

Maximum bid: Bids not to exceed $50,000
Timeline: Work must be completed by June 1, 2027. Contingent upon funding availability, the timeline and scope of work may be amended to support up to two additional years of consultant work. The Trust will notify the contractor by the end of the period of performance if additional consultant services in the subsequent year will be requested as part of this contract.

a. Scope of Work – Introduction
The Trust supports projects that protect and restore natural resources while strengthening community well-being across the Chesapeake Bay watershed. Many awardees manage projects that include federal financial assistance, which brings specific compliance obligations under 2 CFR Part 200 (Uniform Guidance). For smaller or emerging organizations, interpreting, implementing, and documenting these requirements can be challenging and can slow contracting and program delivery.

Through this procurement, the Trust seeks a contractor to provide live, interactive trainings and individualized coaching that (1) improve grantee understanding of Uniform Guidance requirements; (2) strengthen internal controls, documentation, and audit readiness; and (3) reduce administrative risk and contracting delays.

b. Scope of Work – Deliverables.

Offerors must outline in detail their ability to perform in timely fashion the following services:

- **Deliverable A – Live Online Trainings (Interactive Sessions)**
  Offeror will design and deliver four (4) live, interactive online training sessions (≥90 minutes each) that directly respond to the needs, priorities, and capacity gaps identified through an assessment of Trust grantees. The contractor will be responsible for:
  1. Reviewing results of a previously administered assessment that gathered input on current challenges related to 2 CFR 200 compliance and priority training topics and

preparing a short summary (1–2 pages) outlining recommended training topics based on grantee responses.
2. Coordinating with the Trust to finalize the training curriculum using assessment results.
3. Designing and delivering four live sessions that may include—but are not limited to—topics such as:
    - Written accounting systems; cost allowability and documentation
    - Indirect cost policies and negotiation
    - Managing multiple funders and cost allocation
    - Fraud prevention and conflict of interest requirements
    - Timekeeping/personnel documentation
    - Audit requirements for federal awards
    - Property and equipment acquisition and management
    - Subrecipient monitoring and federal procurement standards

    Final topics will be selected through the assessment process.
4. Ensuring all sessions include:
    - Opportunities for real time Q&A
    - Practical examples and scenario-based learning
    - Accessible materials suitable for low-capacity organizations

Required outputs for Deliverable A:

- Assessment results summary with recommended training topics (1–2 pages)
- Four (4) live online training sessions (≥90 minutes each)
- Presentation materials (PDF) for each session
- Recorded versions of each session for future use
- A 2–3 page Q&A/Key Takeaways summary for each session

- **Deliverable B – One on One Compliance Coaching**

Offeror will provide up to 40 hours of individualized compliance coaching (this could include email correspondence, office hours, individual consultations with awardees, etc.). The contractor will be responsible for:

1. Developing a menu of coaching options, approved by the Trust. This menu may include topics such as developing/refining written policies and procedures (e.g., procurement, allowability, internal controls, property management), aligning practices with Uniform Guidance and specific award conditions, strengthening documentation/recordkeeping and audit readiness, etc.
2. Promoting the menu of coaching options at the live training sessions, recruiting at least 10 organizations to participate in coaching.
3. Work with the Trust to prioritize coaching hours if demand exceeds contractor capacity.
4. Provide coaching via a combination of email correspondence, individual meetings, or groups follow-up sessions.

Required outputs for Deliverable B:

- A brief coaching summary for each participating grantee (needs identified, guidance provided, recommended next steps/resources)

c. Qualifications and expertise

Offeror’s personnel assigned to perform under the Contract should have the following experience:

Required

- 10+ years advising organizations on 2 CFR Part 200 (Uniform Guidance) compliance
- Demonstrated success delivering live, interactive trainings and individual coaching on federal grants management
- Experience working with low capacity and emerging organizations (e.g., small nonprofits, community based groups, local governments)
- Proven experience improving governance, internal controls, financial processes, and compliance structures

Preferred

- Experience with conservation/restoration organizations and programs
- Experience working with U.S. territories, Tribal/Native Nation governments, and underserved communities
- Experience across multiple jurisdictions (federal, state, local, territorial, tribal)
- Familiarity with capacity building and risk assessment/mitigation for diverse stakeholder groups

SECTION III – ADDITIONAL SERVICES

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.

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:	Amber Cameron
Telephone Number:	410-974-2941 x124
E-Mail	acameron@cbtrust.org
Address:	Chesapeake Bay Trust 108 Severn Ave 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://us.grantrequest.com/application.aspx?sid=1520&fid=35958 no later than **4:00 p.m. on June 10th** (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:

You will be asked to submit a narrative. Each proposal must include responses to a-d in a concise (≤5 pages) description. Items e) through g) 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 individuals providing the services and number of years of experience in such areas
b) The individual'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).
c) Response to the qualifications section: a description of the experience to provide services in the topics described above as described in Section 2.5,
d) Names, phone numbers, and email addresses of three references who have received services from the applicant that is similar in nature to the proposed work
e) The resume or CV of the individual(s) providing the service
f) Example Training Material on a similar topic prepared by the proposed team.
g) 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, 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 15% 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. Offerors are strongly encouraged to engage Disadvantaged/Minority 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:**
Not-for-profit and for-profit entities are eligible organizations. No entity may enter into a Contract with the Chesapeake Bay Trust under this funding opportunity unless the entity has provided its Unique Entity ID (UEI) number to the Trust. The federal government has transitioned from a DUNS (Dun & Bradstreet) number to a UEI.

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. Contracts to be entered into as a result of this RFP will not exceed the small procurement threshold fixed at 41 U.S.C. 403 (11) (currently $350,000.) The Contractor(s) must comply with billing procedures as may be required by the Contract Officer and the EPA. 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 with Environmental Protection Agency, Chesapeake Bay Program, Chesapeake Bay Funders Network, and Trust logos.

6.11 **Geospatial Data:** If you are spending federal funding on collecting geospatial data (anything associated with mapping to a point on the planet represented by geographic coordinates (latitude and longitude)), a reminder that you need to follow requirements associated with the Geospatial Data Act of 2018 (GDA). https://www.fgdc.gov/gda.

a. You have most likely sent the Trust latitude and longitude of your project, which technically counts as "geographic data." You may find yourself refining this location information as you progress with the project, technically *after* you received the federal funding and so therefore with this federal funding. In theory, just the act of gathering (or refining) one set of latitude and longitude data falls under the jurisdiction of the Geospatial Data Act. To make sure you are 100% compliant with the GDA in this case, if you find yourself refining the original lat/long data you sent to the Trust about your project location, create a separate file (e.g., a word document), which will be called your "metadata" file ("metadata" just means a detailed description of your data, explaining what they are, where they came from, how they were created, and how they can be used) that includes (you can copy and paste the below):

i. What the data is about (e.g., your Trust project location)
ii. The location covered (e.g., an address or general location)
iii. When the data was collected (e.g., the date you looked it up on Google Earth)
iv. How the data was collected (e.g., you clicked on a location in Google Earth and it revealed the coordinates)
v. Any quality checks you did (e.g., you did a second check to make sure it mapped to the right location)
vi. Your name and contact information