



TOWN OF WAREHAM

REQUEST FOR QUALIFICATIONS AND PROPOSALS for BOOKKEEPING / ADMINISTRATIVE ASSISTANT SERVICES

The Wareham Town Administrator is seeking qualifications and proposals for full-charge bookkeeping and office administrative assistant services for the Town's Community and Economic Development Authority (CEDA) on a part-time, contractual basis. These services will be performed under the direction of the CEDA's Director. The initial period of service will be for approximately one year but, at the Town's option, may be renewed and extended for up to three (3) years in total. The position may be filled by either an individual or a firm.

The services being solicited offer the opportunity for responders to work in an environment that will be both professionally demanding and rewarding. CEDA is a town department charged with delivering a wide variety of services, programs, and projects to improve the quality of life for Wareham's residents and the betterment of the town as a whole. Specific duties relating to CEDA's financial management include posting all financial transactions, including loan repayments; maintaining multiple accounts, cash control registers and general ledgers; setting up and maintaining activity and contract registers; preparing grant fund draws (claims) and processing disbursements; periodically reconciling bank accounts and financial accounts with the Town's Finance Department (Town Treasurer and Town Accountant); and preparing for and providing support for annual audits and monitoring of grants by funding agencies. Administrative Assistant duties include establishing and maintaining administrative and programmatic records, preparing contracts and other documents, handling client intake and eligibility determination, and general office support functions.

A principal responsibility of the services to be provided includes maintaining financial records and completing transactions relating to the Town's Massachusetts CDBG Program grants consistent with generally accepted bookkeeping and accounting procedures, and federal and state financial management requirements. Other responsibilities include posting receipts and disbursements relating to CEDA's revenue producing assets and special projects, as well as providing assistance to the Director in developing and maintaining the CEDA's overall departmental budget.

Minimum qualifications are successful experience in computer-based, full-charge bookkeeping and Microsoft Office[®]. Experience with financial management using the municipal VADAR software, as well as RLSS (loan tracking software), Intelligents[®] CGMM (on-line grant management system), Mass CDBG and/or other federal grants is highly preferred. These services can be provided on a flexible, but fixed schedule, estimated at an average of twenty-five to thirty-five (25-35) hours per week. It is estimated that the services to be provided will be split approximately 80:20 between the bookkeeping and administrative assistant functions.

These services will be provided on a contract basis. The total amount available for these services is \$30,500.00 for the initial contract term, which is projected to begin on or about August 15, 2016. Additional compensation will be negotiated if the contract is renewed beyond the initial period. The commencement date may be either earlier or later than the date above.

Submission Requirements

Submissions presenting the required information listed below should be sent to: Peter Sanborn, Wareham Community and Economic Development Authority, Memorial Town Hall, 54 Marion Road,

Wareham, Massachusetts, 02571 by 2:00 PM, Wednesday, August 3, 2016. One original and two copies shall be submitted. Fax or emailed submissions will not be accepted.

To be considered complete, proposals/letters of interest (submissions) shall at a minimum provide the following: 1) resume(s) or other form(s) of information that lists experience and qualifications/company information, 2) references, 3) date of availability, 4) total hours and hours per day of availability on a weekly basis, 5) completed certifications (*two attached on page 5*), and 6) level and method of compensation (*see below*). The Town requests a concise but complete submission. **NOTE:** Wareham's municipal offices currently operate on a ten (10) hours per day schedule, Monday through Thursday (Town Hall is closed on Fridays).

This Request for Qualifications and Proposals (RFQP) is issued in accordance with the provisions of MGL c. 30B, the Uniform Procurement Act, which applies to the Commonwealth's municipal agencies. Specifically, as part of the information required above, submissions must provide information showing how the responder meets both the "Minimum" and "Comparative" Evaluation Criteria that follow at the end of this RFQP. The contract resulting from this RFQP will also be subject to the CDBG General Provisions found in *Exhibit A*.

In accordance with c.30B, the selection and awarding of the contract is based primarily on qualifications. Submissions will first be evaluated on the basis of qualifications only -- without regard to the fee or compensation being proposed. Only following the evaluation and ranking of the qualifications will the fee (price) proposal be opened and considered as a factor in the contract award. For this, fee will be a factor if the evaluation of proposals finds that competitors' qualifications are closely ranked but the difference in proposed fee makes one proposal clearly advantageous over the other. *Proposers **must** provide their proposed fee or level of compensation in a sealed envelope that is separate from the other information requested*, in order to permit the Town to conduct its review and evaluation of qualifications before seeing the fee/compensation proposal. The envelope containing the fee/compensation proposal (item 6 above) shall be so identified so as to prevent being opened inadvertently. **Failure to do so will result in the submission being rejected.** The proposed fee shall be quoted on an hourly or weekly rate basis. For purposes of the preparing this quotation, proposers should base the compensation on thirty (30) hours of services per week.

Questions relating to these services should be directed in writing to Mr. Peter Sanborn, Acting CEDA Director, at the address above, or by e-mail to psanborn@cogincorp.com. All questions must be received no later than 4:00 PM, Wednesday, July 27, 2016. The Town will respond to all questions in writing (either by fax or email) by the end of business day on July 29, 2016.

Submissions must be labeled on the outside of the envelope: "Qualifications for CEDA Bookkeeper".

The funding for these services will be from the Town's Massachusetts CDBG Program Mini-Entitlement Plan grants and will be subject to the continued availability of these funds. Submissions are encouraged from Section 3, small, women- or minority-owned and/or disadvantaged persons or firms. The Town of Wareham is an AA/EEO Employer/Contracting Agency.

Evaluation Criteria

All submissions to the Town shall be reviewed and evaluated in accordance with MGL c. 30B, which requires that the procuring agency (the Town) establish both "minimum" and "comparative" evaluation criteria. All submissions must meet the minimum evaluation criteria in order to be considered further. Proposals that meet the minimum criteria shall then be evaluated against the comparative evaluation criteria. The proposer shall be responsible for providing adequate information in its proposal to enable the Town to complete its evaluation of both Minimum and Comparative Evaluation Criteria.

Minimum Evaluation Criteria

1. The Proposer demonstrates a minimum of one (1) year of office support work experience that includes both general administrative assistance and financial management/bookkeeping responsibilities.
2. The Proposer demonstrates experience and competence in using personal computers, including use of the Internet, computer word processing, spreadsheet and/or bookkeeping/accounting applications.
3. Either through direct work experience, education/training, references, or in other ways, the Proposer is able to demonstrate that it possesses interpersonal skills that are favorable to “customer relations,” e.g., the ability to interact in a courteous, patient and positive manner with the public, as well departmental and other municipal staff.

Comparative Evaluation Criteria

1. The Proposer demonstrates the requisite financial management/bookkeeping experience.

Highly advantageous: Three (3) or more years of comparable office work experience using computer-based word processing and spreadsheet applications; experience and competence in using Intelligrants[®] CGMM; demonstrated experience in “full-charge” bookkeeping; and highly favorable references from past employers or clients.

Advantageous: More than one (1) but less than three (3) years of comparable office work experience using computer-based word processing, spreadsheet and bookkeeping applications; demonstrated experience and competence in using Intelligrants[®] CGMM; demonstrated experience in “full-charge” bookkeeping; and largely favorable references from past employers or clients.

Not advantageous: More than two (2) years of comparable office work experience, including the use of computer-based word processing, spreadsheet and accounting/bookkeeping applications; demonstrated experience in “full-charge” bookkeeping; and largely favorable references from past employers or clients; but no experience or competence in using Intelligrants[®] CGMM.

Unacceptable: Less than three (3) years of comparable office work experience, little to no experience with computer-based word processing spreadsheet and/or bookkeeping applications; limited experience of less than “full-charge” bookkeeping; no knowledge or experience in using Intelligrants[®] CGMM.

2. The Proposer demonstrates the requisite office support experience.

Highly advantageous: Three (3) or more years of comparable office administrative support experience using computer-based word processing and spreadsheet applications, with demonstrated superior ability to handle a variety of tasks and attention to detail, including excellent recordkeeping management abilities, with highly favorable references confirming experience and capabilities from past employers or clients.

Advantageous: More than one (1) but less than three (3) years of comparable office administrative support experience using computer-based word processing and spreadsheet applications, with demonstrated ability to handle a variety of tasks and attention to detail, including recordkeeping management abilities, with favorable references

confirming experience and capabilities from past employers or clients.

Not advantageous: More than one (1) year of comparable office administrative support experience using computer-based word processing and spreadsheet applications, with demonstrated ability to handle a variety of tasks, including recordkeeping management abilities, with confirmation of experience but with mixed or conditional references from past customers, employers, or clients pertaining to capabilities.

3. Interpersonal skills

Advantageous: At least one (1) year's prior work experience that includes both positive, "customer-friendly" qualities and frequent interaction with a diverse type of "customers" or clients with a demonstrated or "provable" record of such experience, as established through employer and/or customer/employer/client references and/or a personal interview.

Not advantageous: Some, but less than one (1) year's prior work experience that both positive, "customer-friendly" qualities and frequent interaction with a diverse type of "customers" or clients with a demonstrated or "provable" record of such experience, as established through employer and/or customer/client references and/or a personal interview.

Unacceptable: Inadequately developed interpersonal skills as indicated through a personal interview or references.

General Provisions

- The Town of Wareham reserves the right to reject any or all submissions, to solicit new ones, to waive informalities, and/or to award contracts as it deems to be in its best interest.
- All submissions shall become the property of the Town of Wareham and become public records.
- The selected proposer shall comply with all applicable State and Federal laws in performance of services.
- Unless specifically prohibited by the proposer, the Town has the right to disclose information contained in submissions.
- The selection of a successful proposer shall be made without regard to race, color, gender, sexual orientation, age, religion, political affiliation, marital status, handicap status, or national origin.
- The Town of Wareham is an Affirmative Action/Equal Opportunity Employer. The Town encourages quotations from qualified Section 3, D/M/WBE firms. Although no affirmative action hiring goal has been placed on this contract, the Town will look favorably on proposals that include such participation.
- All contracts resulting from this solicitation may be subject to review and approval by DHCD/Massachusetts CDBG Program and are governed by the requirements of that Program, including the provisions found in "Attachment A" at the end of the RFPQ.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(PRINT/TYPE Name of Firm or Individual)

By: _____
(Authorized Signature)

(PRINT/ TYPE Name & Title)

_____, 2016
(Date)

CERTIFICATION OF TAX COMPLIANCE

Date: _____, 2016

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

(PRINT/TYPE Name of Firm or Individual)

By: _____
(Authorized Signature)

(PRINT/TYPE Name & Title)

Federal ID or Social Security #: _____

GENERAL PROVISIONS
APPLICABLE TO USE OF CDBG FUNDS

1. **RETENTION OF RECORDS:** The Contractor shall maintain in accordance with 24 CFR Part 85, and any DHCD regulations, procedures or guidelines, those books, records and any other documents, including but not limited to payroll records, accounting records, and purchase orders, that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant outlays and income. The Contractor shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

2. **ACCESS TO RECORDS:** The Contractor shall make all books, accounts, records, files, and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by the Town, DHCD, their authorized representatives, authorized representatives of HUD, the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the U.S. General Accounting Office. The Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor and his designee, at reasonable times and upon reasonable notice, to examine the books, records, and other compilative data of the Contractor which pertain to the performance of the provisions and requirements of this Agreement, as provided by Executive Order 195.

3. **TERMINATION:**

3.1. **For Cause.** If either party breaches any material term or condition of the Contract, or fails to perform or fulfill any material obligation required by this Contract, the Contract may be terminated or suspended by providing the other party with prior written notice of termination or suspension (7) calendar days before the effective date of termination or suspension. This Contract can be terminated immediately in the event of the criminal participation in fraudulent activities, or in the event that The Contractor files for bankruptcy.

3.2. **Emergency.** The Town/DHCD may immediately terminate or suspend this Contract, without penalty, if the Town/DHCD determines that an unanticipated emergency situation exists, through no fault of the Town/DHCD, which by law mandates immediate action to protect state or federal funds, property or persons, or to remedy damages which have already occurred. Such termination or suspension shall be effective upon The Contractor's receipt of written notice of either suspension or termination.

3.3. **Elimination or Reduction of Funding.** In the event of an elimination or reduction of funding, for any reason, and through no fault of the Town or DHCD, this Contract may be terminated or suspended without penalty, by providing the Contractor with prior written notice of termination or suspension. Such prior written notice shall be made at least thirty (30) calendar days before the effective date of termination or suspension.

3.4. **Force Majeure.** Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond their control and without their fault or negligence. Such causes may include, but are not limited to: Acts of God, or the public enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other

promptly of the existence and nature of such delay. Unless otherwise provided by law, or unless otherwise specified by the parties elsewhere in this Contract, the performance dates of this Contract are of the essence and important to the implementation of essential work, and continued failure by the Contractor to perform for an extended period, even for causes beyond the control of the Contractor, shall afford the Town the right to immediately terminate this Contract upon The Contractor's receipt of written notice of termination. An extended period shall be any period aggregating thirty (30) or more calendar days.

3.5. Obligation in Event of Termination or Suspension. The notice of termination or suspension from the Town or DHCD shall state the circumstances of the termination or suspension, identify any alleged breach, a reasonable period to cure any alleged breach, if applicable, and any instructions or restrictions concerning any allowable activities or costs during this notice period. If The Contractor is not in default or breach of the terms of this Contract, the Town/DHCD shall promptly pay The Contractor for such costs up until the date of termination or suspension, provided the Contractor submits invoices with any required supporting documentation, and makes every reasonable effort to minimize any such costs incurred.

4. AMENDMENTS: This Agreement may be amended provided such amendment is evidenced in writing by the signatories hereto prior to its effective date. Any authorized alternative provisions or additional terms and conditions to this Contract shall be specified in an Attachment or Amendment, and shall not replace any boilerplate language, and shall clearly and specifically establish the understanding, intent, obligations, responsibilities and expectations of the parties under this Contract.

5. NON-DISCRIMINATION: The Contractor shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD (24 CFR Part 1); Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 74); Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 74, as amended and revised by Executive Orders 116, 143 and 227; and DHCD regulations, procedures and guidelines.

The Contractor shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, color, handicap, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to age, sex, creed, color, handicap, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin.

6. PROCUREMENT STANDARDS: The Contractor shall adhere to the requirements set forth in 24 CFR Part 85 and DHCD regulations, procedures and guidelines with respect to standards governing procurement, and any applicable provisions of State laws and regulations relative thereto, including but not limited to: Massachusetts General Laws Chapter 7, section 30B et seq.; Chapter 30, section 39M; Chapter 149, sections 44A through 44L; and Chapter 484 of the Acts of 1984. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free

and open competition. It is national and state policy that the recipient take affirmative steps to award a fair share of contracts taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. The Contractor shall maintain records sufficient to detail the process for procurement.

7. EMPLOYMENT OPPORTUNITIES: The Contractor shall comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 U.S.C. 135), which shall serve as guidance for the implementation of said section.

8. FAIR HOUSING: In addition to the laws and regulations set forth herein with respect to ensuring fair housing opportunities, the Contractor shall adhere to the provisions of State Executive Orders 215 and 227.

9. LABOR STANDARDS: Where applicable, The Contractor shall adhere to the provisions of Section 110 of the Act, and the Massachusetts General Laws Chapter 149 sections 26 and 27D inclusive (as amended by Chapter 484 of the Acts of 1984). In the case of the rehabilitation of commercial property, or rehabilitation of residential property designed for residential use of eight or more families, The Contractor shall adhere to the Federal Labor Standards Provisions (HUD Handbook 1344.1), the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.) and the Copeland Anti-Kickback Act.

10. CONFLICT OF INTEREST: The Contractor shall adhere to the mandates of the Massachusetts Conflict of Interest Statute M.G.L., c.268A, and the federal Hatch Act, 5 U.S.C., ss 1501 et seq.

11. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS, AND DHCD REGULATIONS, PROCEDURES, AND GUIDELINES: All activities authorized by this agreement shall be subject to and performed in accordance with the provisions of the Town's grant contract with DHCD and all its attachments (including, where relevant, Section 4.14 Flood Disaster Protection, 4.15 Historic Preservation, 4.16 Additional Environmental Requirements, 4.17 Lead Paint Hazards, and 4.18 Relocation Assistance), all applicable federal regulations including but not limited to any applicable regulations issued by HUD published in 24 CFR Part 570, as may be amended from time to time; OMB Circular A-133 Audits of State, Local, and Non-profit Organizations; 24 CFR 570.200(j); OMB Circular A-87 Cost Principles for State and Local Government; 24 CFR Part 85 Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments (including where relevant Subpart B and C-85.20 through 85.22; 85.25; 85.30 through 85.37); all applicable State and local laws and regulations, including but not limited to those specifically stated herein; and any additional regulations, procedures or guidelines as may be established or amended by DHCD.

12. AVAILABILITY OF FUNDS: Financing assistance to be provided under this Agreement is subject to the continued availability of federal funds for the Massachusetts CDBG Program, and to the continued eligibility of the Commonwealth and the Town to receive such funds.

13. ASSIGNABILITY: The Contractor shall not assign nor in any way transfer any interest in this Agreement without the prior written consent of the Town.

14. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses caused by or arising out of the Contractor's breach of this agreement or the negligence or misconduct of the Contractor's agents or employees.

15. LICENSES: The Contractor shall procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the Agreement as required by federal, state, or local laws or regulations, and shall comply with the provisions of 24 CFR Part 85 with respect to any bonding or other insurance requirements.

16. CONFIDENTIALITY: The Contractor will protect the privacy of, and respect the confidentiality of information provided by program participants, consistent with applicable federal and state regulations, including M.G.L., c.66, section 10, regarding access to public records.

17. COPYRIGHT: No material prepared in whole or in part under this agreement shall be subject to copyright in the United States of America or in any other country except with the prior written approval of DHCD.

18. CLOSEOUT: The Contractor shall follow such policies and procedures with respect to closeout of the grant as may be required by DHCD.