

Request for Proposals  
City of Minot – Community Development Block Grant – Disaster Recovery for 2011 Disaster  
Grant Administration Services and Project Delivery Services

The City of Minot requests proposals from individuals or firms to provide Grant Administration and Project Delivery Services for funds for a Community Development Block Grant – Disaster Recovery (CDBG-DR grant) appropriated by the Disaster Relief Appropriations Act, 2013 (Public Law 113-2) for the purpose of assisting recovery in the most impacted and distressed areas declared a major disaster in 2011, 2012, and 2013. The City of Minot will receive \$35,056,000 from the U.S. Department of Housing and Urban Development (HUD) for CDBG-DR.

Bidding firms must have a thorough understanding of the U.S. Department of Housing and Urban Development requirements established for the CDBG-DR program, and all other external requirements for each of the above-listed program components, including (but not limited too) FEMA, SBA, and other agency requirements (when, and if applicable under the program component).

Please read the entire solicitation package and submit your offer for evaluation in accordance with all the instructions.

**NON-DISCRIMINATION POLICY:** In compliance with the State and Federal Constitutions, the North Dakota Century Code Chapter 14-02.4, Human Rights, and Section 504 of the Federal Rehabilitation Act, the City of Minot does not discriminate in employment or any other activity.

**PROJECT CONTACT:** If you have a question or suspect an error, you must immediately notify the Project Contact identified in this section. Do not discuss the solicitation or your proposal, directly or indirectly, with any City officer or employee other than the City Project Contact. Only written answers to questions shall be binding on the City.

Cindy Hemphill  
Finance Department  
515 2<sup>nd</sup> Ave SW  
PO Box 5006  
Minot, ND 58702

Phone: (701) 857-4784  
Fax: (701) 857-4782  
E-mail: [cindy.hemphill@minotnd.org](mailto:cindy.hemphill@minotnd.org)

**OFFER DUE DATE, TIME AND SUBMISSION LOCATION:** Due Date: **May 2, 2013**  
Time: **11:00 AM Central Time**

**Deliver Proposals To:**  
Cindy Hemphill  
Finance Director  
City of Minot  
PO Box 5006  
Or 515 2<sup>nd</sup> Ave SW

**Label Outside of Envelope / Container:**  
City of Minot CDBG Disaster Recovery  
Attn: Cindy Hemphill  
May 2, 2013, 11 a.m. Central Time  
Minot, ND 58702

We will open Proposals at the Due Date, Time and Delivery Location. Prior to the due date, you may mail or hand-deliver Proposals, modifications, and withdrawals. We do not allow e-mail, fax, or other electronic submissions. We must physically receive submissions as specified; it is not sufficient to show you mailed or commenced delivery before the due date and time. We will not consider Proposals, modifications or withdrawals submitted after the due date and time. All times are City of Minot local times (central time).

**Number of Copies:** You must submit 1 signed original and 5 copies of the Proposal in a sealed container. In addition, you must submit [1] copy on CD in the following format: MS WORD 2003 or later version.

**Offer Firm Time:** Your Proposal must remain firm for 120 days from opening.

**Security: Bid Bond: Not Applicable Performance Bond: Not Applicable**

**Protest:** Any person who is aggrieved in connection with the solicitation or award of a contract shall make a protest to the procurement officer. Protest with respect to a **solicitation** shall be submitted in writing at least two (2) working days prior to the opening of bids or the closing date for receipt of proposals. Protest with respect to the **award** of a contract shall be submitted in writing within ten (10) calendar days after the contract award. All protests will be made in accordance with the procedures outlined in ATTACHMENT A.

**ALL PROPOSALS SUBMITTED IN RESPONSE TO THIS REQUEST SHALL BE IN WRITING.**

Proposals become the property of the City of Minot and these and late submissions will not be returned. Your offer will be subject to disclosure or examination by the public under North Dakota Century Code Chapter 44-04-17.1 through 44-04-31 (open records law).

**PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Proposals become the property of the City of Minot and these and late submissions will not be returned. Your offer will be open to the public under North Dakota Century Code Chapter 44-04-17.1 through 44-04-31. We will disclose the successful Vendor's name, the substance of the proposal, and the price.

**RESERVATIONS:** You must read and understand the solicitation and tailor your Proposal and activities to ensure compliance. We reserve the right to amend the solicitation, reject any or all Proposals; to award by item, group of items, or grand total; and to waive minor defects. We may request a clarification; inspect your premises; interview staff; request a presentation; or otherwise verify the contents of the proposal, including information about subcontractors and suppliers. We may request Best and Final Proposals when appropriate. We will make all decisions on compliance, evaluation, terms, and conditions, and shall make decisions solely in the best interests of the City. This competitive process requires that you provide additional information and otherwise cooperate with us. If you do not comply with requests for information and

cooperate, we may reject your proposal. You have no right to an award by submitting a proposal. We are not responsible for and will not pay any costs associated with the preparation and submission of your proposal. If you are the awardee, you shall not commence, and will not be paid for any billable work prior to the date all parties execute the contract, unless approved in writing in advance by the City Finance Director.

**GOVERNING LAW AND FORUM:** North Dakota law and rule govern this solicitation and any resulting contract. You must bring any action relating to this solicitation or any resulting contract in the appropriate court in North Dakota. We do not allow binding arbitration.

**GRANT ADMINISTRATION** services shall include, but not limited to: compliance with all required reporting, tracking overall grant progress in compliance with CDBG program guidelines, providing technical assistance when necessary, preparation of amendments, coordination with City committees, financial management, and other grant-required administration tasks requested by the City and/or funding agency. Areas that may be included are as follows:

- Economic Development
- Housing – Housing Acquisition or Buyout Programs
- Housing – Housing Rehabilitation & Repair Program
- Public Infrastructure – Public Infrastructure Program
- Housing – Incentive Program
- Housing – Reimbursement Program

**OTHER PERTINENT INFORMATION:** The City has not made an allocation determination for the possible grant areas.

Housing rehabilitation and repair program might include housing reconstruction.

Public infrastructure program may include from one (1) to five (5) projects.

The City tentatively plans on using CDBG-DR funds as a match to State funds for home acquisitions. CDBG-DR funds may be used as a match for our state or federal programs if funding becomes available.

Examples of the public infrastructure projects would include street improvements in the flooded portion of town and possible water and sewer projects.

The waivers the city will be granted should be published mid-April.

The role of the contractor is for advice, creation, implementation and completion with the city having final administrative control over the grant.

It is requested all documentation be kept digitally. The city is currently using Salesforce for our current CDBG-DR grant allocation.

An action plan has not been developed and will be the first task required by the contractor.

Support on communication strategy includes community outreach in conjunction with the city public information officer.

The city does not have facilities to offer a selected contractor. No city staff will need to occupy the same location of the contractor.

The city anticipates the contract lasting two years or twenty four months.

References are necessary for the key individuals named as performing in the RFP.

The RFP does not rule out a consortium but any consortium must meet the qualifications of the RFP.

The funds must be spent in two – partial action plans will be allowed. Strategic planning will be necessary to manage the funding to ensure adequate administration funding and program dollars are spent in two years once they are obligated.

The following are examples of the expected labor categories:

- Project Management
- Assistant Project Manager
- CDBG-DR Expert
- Environmental Specialist I
- Environmental Specialist II
- Lead Assessment
- Lead Clearance
- Asbestos Clearance
- Damage Assessments
- CREDCO
- Construction Inspection
- Environmental Review
- Escrow Services
- Legal Services (to include title opinions)
- Office space/equipment
- Title Search and Examination
- Title Insurance
- Closings
- CREDCO Checks
- Appraisals

The proposer should propose other areas, based on their experience that may be necessary to meet the required scope of work based on the categories identified.

PROJECT DELIVERY SERVICES shall include, but not be limited to: conducting environmental review based on selected activities, preparing and reviewing homeowner applications, housing work write-ups, contractor verification, developing bid packages, overseeing bidding process, progress inspections, compliance with Davis-Bacon requirements, working with project engineers, if required, and other activity related tasks required to complete the project.

Specifically, the City of Minot requests the following services to be provided:

- Portfolio Management processes and tools for organizing and managing CDBG-DR programs and funds.
- Establishment and training on best practices related to Program Management.
- Establishment of Program charters, timelines, goals, metrics and deliverables.
- Document control and management.
- Action Plan and program development and support.
- Policy development and review.
- Support of program and financial compliance requirements.
- Support on communication strategy.
- Support of monitoring plans and execution.
- Support of program operations as required
- City of Minot, Congressional, and State Government office reporting.

Procurement and contracting of all services shall conform to CDBG guidelines and state and federal regulations including 24 CFR Part 85. Separate contract may be awarded for each service procured. The selection process shall be open to the public and records maintained in accordance with CDBG requirements.

**EVALUATION PROCEDURES AND FACTORS:** The Proposer may be required before the award of any contract to show to the complete satisfaction of the City of Minot that it has the necessary facilities, ability, and financial resources to provide the services specified herein in a satisfactory manner. The City of Minot may make reasonable investigations deemed necessary and proper to determine the ability of the Proposer to perform the work, and Proposer shall furnish the City all information for this purpose that may be requested.

Proposals for the requested Grant Administration and Project Delivery services shall be ranked separately and evaluated separately using the following criteria:

- **15 Points Company Profile:** Scoring will emphasize management, organization, availability of staff, skill, financial and other necessary resources to perform the work or provide the services required.
- **15 Points Commencement:** Scoring will emphasize ability to commence services and familiarity with CDBG regulation promptly or within the time specified, without delay or interference.
- **25 Points Experience:** Scoring will emphasize direct program experience and success with the specific items listed in the proposal as well as a variety of programs including all aspects of CDBG-DR programs, character, integrity, reputation, judgment, and efficiency of the Proposer. Scoring will also emphasize disaster recovery experience.
- **20 Points Approach Strategy:** Scoring will emphasize project approach for each service requested and proven implementation and/or management strategies by the team for the local City residents and local City government including CDBG. Responders must have sufficient and qualified staff immediately available to contract solicitations and to enter into and manage any components targeted by the RFP.
- **20 Points References:** Scoring will emphasize quality of references. Responders must have a minimum of three years experience working with the CDBG Program. Minimum of three years working with state and local governments. Also the quality of performance of previous contracts or services.
- **5 Points Price** Proposers shall provide hourly information by title function assigned to the project as shown below:

Department	Title/Function	Average Hourly Rate for Contract Term	Estimated Number of FTE Hours

The proposer's rates shall be fully loaded and shall be inclusive of all travel, living, project expenses and overhead. Contractor staff will be paid the hourly rate while doing field travel on

behalf of the City under this contract. The contractor Proposers shall provide a “blended hourly rate” based on the rates identified in the proposal NOTE: The blended hourly rate submitted is not subject to increase during the contract term and any renewal periods. The blended hourly rate shall be the sole means of compensation for professional services performed by the proposer. (Subsequent to Negotiations with the City of Minot, the blended hourly rate will be multiplied by the anticipated number of hours devoted to servicing the City’s Account.)

The maximum level of compensation for fee will be negotiated with the most qualified proposer in conjunction with the Scope of Work to be performed by the proposer. Compensation for professional services will be based on the blended hourly rate. Compensation will be calculated using the following formula: (Total Hours x Blended Hourly Rate) = Maximum Compensation.

A selection committee made up of qualified City staff and elected officials shall review and evaluate all responses. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work.

Proposals will be reviewed to assure compliance with the minimum specifications. Proposals that do not comply with the minimum specifications will be rejected immediately, receiving no further consideration.

Proposals that satisfactorily complete the above steps will be reviewed/analyzed to determine if the proposal adequately meets the needs of the City. Factors to be considered are as follows:

- The overall quality of the proposed plan for performing the required services (**Critical**).
- Understanding of the project and its objectives. (**Critical**).
- The degree of completeness of response to the specific requirements of the solicitation (**Very Important**).
- Proposer’s ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.); this includes the ability of the Proposer to provide a work product that is legally defensible (**Very Important**).
- The personnel, equipment, and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting (**Important**).
- A record of past performance of similar work. Similar work should reflect project management expertise, expertise in running a Project Management Office, expertise in disaster recovery planning or projects. Direct experience in North Dakota is desirable (**Very Important**).
- Ensuring that at least one certified Project Management Professional is on staff and available for work on this project at any time (**Critical**).

**AWARD:** We will award to the Responsible Proposer whose is responsive and is considered the best of those submitted.

We will rank Proposals from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation.

We will attempt to negotiate a fair and reasonable Price with the Proposer with the best proposal. If we cannot negotiate a fair and reasonable price, we reserve the right to award and negotiate with the next highest ranked Proposer. We will determine whether the price is fair and reasonable by considering the proposal, including the Proposer's qualifications, the Proposer's reputation, all prices submitted, other known prices, the project budget and other relevant factors.

The top three proposers should be prepared to meet with the selection committee if the committee so desires. Proposers will be given adequate lead time if such a meeting is desired.

**REJECTION OF PROPOSALS:** Proposals that do not conform to the requirements set forth in this RFP may be rejected by the City. Proposals may be rejected for reasons that include, but are not limited to, the following:

- The proposal contains unauthorized amendments to the requirements of the RFP,
- The proposal is conditional,
- The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous,
- The proposal is not received by the deadline,
- The proposal is not signed by an authorized representative of the party, and
- The proposal contains false or misleading statements or references

**ACCEPTANCE OF PROPOSALS:** The City reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP, which does not affect the funding request, or gives one party an advantage or benefit not enjoyed by the other parties, or adversely impacts the interest of the City. Waivers, when granted, shall in no way modify the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements, if the party is awarded the contract.

**EXCEPTIONS AND DEVIATIONS:** Proposers taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal and shall be fully described. Failure to indicate any exception will be interpreted as the Proposer's intent to comply fully with the requirements as written, Conditional or qualified Proposers, unless specifically allowed, shall be subject to rejection in whole or in part.



**NONCONFORMING TERMS AND CONDITIONS:** A proposal that includes terms and conditions that do not conform to the terms and conditions in the RFP is subject to rejection as non-responsive. The City reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its proposal prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

**EXPENSES INCURRED IN PREPARING OFFERS:** The City accepts no responsibility for any expense incurred by the Proposer in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the Proposer.

**PROPRIETARY INFORMATION:** The Proposer should mark any and all pages of the proposal considered to be proprietary information. Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedure as specified by existing North Dakota statutory law or recognized North Dakota rules of privilege.

**ADDITIONAL INFORMATION:** Questions concerning the RFP document must be submitted in writing to City of Minot, Attn: Cindy Hemphill, PO Box 5006, Minot, ND 58702-5006, via email at [cindy.hemphill@minotnd.org](mailto:cindy.hemphill@minotnd.org) or by facsimile to (701) 857-4782. Questions will be received through March 30, 2012, at 12:00 P.M. Central Time. Responses to all questions will be distributed in writing via email or fax to all known Proposers and will be posted to the City of Minot's website ([www.minotnd.org](http://www.minotnd.org)) as an amendment March 30, at 5:00 P.M. Central Time. Proposers are cautioned that any statements made by the contact person that materially change any portion of the RFP shall not be relied upon unless subsequently ratified by a formal written amendment to this RFP.

**ACKNOWLEDGMENT OF AMENDMENTS:** Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by the City by the time and at the place specified for receipt of proposals.

**DEBARMENT:** By submitting a proposal, the Proposer certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of North Dakota or the Federal government and that it is not a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of North Dakota or the Federal government.

**THE CITY OF MINOT  
REQUEST FOR PROPOSAL  
SUBMISSION FORM**

Company \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email \_\_\_\_\_

**NOTE: It is the Proposer's responsibility to provide adequate information in their proposal package to enable the City to ensure that the proposal meets the required criteria. Items listed in the package shall be in the same order as listed in the specifications. Failure to do so could result in the rejection of the proposal.**

**EMPLOYEES NOT TO BENEFIT**

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee of the City, or members of his/her family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

**CONFLICTS OF INTEREST**

The Proposer [ ] is [ ] is not aware (mark one box) of any information bearing on the existence of any potential organizational conflict of interest.

**COLLUSION**

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications,

and other statements are accurate and complete. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company.

Signature Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

## ATTACHMENT A

### **Rejection of Bids and Offers**

- (a) Any bid or offer that fails to conform to the essential requirements of the invitation for bids (IFB) or request for proposal (RFP) shall be rejected.
- (b) Any bid or offer that does not conform to the applicable specifications or requirements shall be rejected unless the IFB or RFP authorized the submission of alternate bids and the supplies offered as alternates meet the requirements specified in the IFB or RFP.
- (c) Any bid or offer that fails to conform to the delivery schedule or permissible alternates stated in the IFB or RFP shall be rejected.
- (d) A bid or offer shall be rejected when the bidder/offeror imposes conditions that would modify requirements of the invitation or limit the bidder's liability to the City of Minot, since to allow the IFB or RFP to impose such conditions would be prejudicial to other bidders/offerors. For example, bids shall be rejected in which the bidder/offeror—
- (1) Protects against future changes in conditions, such as increased costs, if total possible costs to the City of Minot cannot be determined;
  - (2) Fails to state a price and indicates that price shall be price in effect at time of delivery;
  - (3) States a price but qualifies it as being subject to price in effect at time of delivery;
  - (4) When not authorized by the IFB or RFP, conditions or qualifies a bid or offer by stipulating that it is to be considered only if, before date of award, the bidder/offeror receives (or does not receive) award under a separate solicitation;
  - (5) Requires that the City of Minot is to determine that the bidder's/offeror's product meets applicable City of Minot specifications; or
  - (6) Limits rights of the City of Minot under any contract clause.
- (f) Any bid/offer may be rejected if the procurement officer determines in writing that it is unreasonable as to price. Unreasonableness of price includes not only the total price of the bid, but the prices for individual line items as well.

Bids or offers received from any person or concern that is suspended, debarred, proposed for debarment, or declared ineligible as of the bid opening date shall be rejected.

#### **Further considerations for sealed bids:**

A low bidder may be requested to delete objectionable conditions from a bid provided the conditions do not go to the substance, as distinguished from the form, of the bid, or work an injustice on other bidders. A condition goes to the substance of a bid where it affects price, quantity, quality, or delivery of the items offered.

When a bid guarantee is required and a bidder fails to furnish the guarantee in accordance with the requirements of the invitation for bids.

Low bids received from concerns determined to be not responsible shall be rejected.

After submitting a bid, if all of a bidder's assets or that part related to the bid are transferred during the period between the bid opening and the award, the transferee may not be able to take over the bid/offer. Accordingly, the procurement officer shall reject the bid unless the transfer is affected by merger, operation of law.

Notification: Any bid or offers that are rejected or otherwise excluded from the competitive range shall be notified promptly in writing by the procurement officer. The notice shall state the basis for the determination and that a proposal revision will not be considered.

Record Keeping: The originals of all rejected bids/offers, and any written findings with respect to such rejections, shall be preserved with the papers relating to the acquisition.

### **Solicitation and Award Protest Procedures**

1. The following procedures are established to resolve agency protests effectively, to build confidence in the City of Minot's procurement system, and to reduce protests outside of the City of Minot:
  - A. Protests shall be concise and logically presented to facilitate review by the City of Minot. Failure to substantially comply with any of the requirements of paragraph (1) (B) of this section may be grounds for dismissal of the protest.
  - B. Protests shall include the following information:
    - i. Name, address, and fax and telephone numbers of the protester.
    - ii. Solicitation or contract number.
    - iii. Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.
    - iv. Copies of relevant documents.
    - v. Request for a ruling by [*city, town, county, organization*].
    - vi. Statement as to the form of relief requested.
    - vii. All information establishing that the protester is an interested party for the purpose of filing a protest.
    - viii. All information establishing the timeliness of the protest.
  - C. All protests filed directly with the City of Minot will be addressed to the procurement officer or other official designated to receive protests.
  - D. Interested parties may request an independent review of their protest as an appeal of the procurement officer's decision on a protest. The City of Minot shall designate the official(s) who are to conduct this independent review.
2. Protests based on alleged apparent improprieties in a solicitation shall be filed two (2) working days before the advertised opening of sealed bid or the closing date for receipt of proposals. In all other cases, protests shall be filed no later than ten (10) calendar days after the basis of protest is known or should have been known, whichever is earlier. The agency, for good cause shown, or where it determines that a

protest raises issues significant to the City of Minot's procurement system, may consider the merits of any protest which is not timely filed.

3. Action upon receipt of protest:

- A. Upon receipt of a protest before award, a contract may not be awarded, pending the City of Minot's resolution of the protest, unless contract award is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the City of Minot. Such justification or determination shall be approved at a level above the contracting officer, or by another official pursuant to agency procedures.
- B. If award is withheld pending the City of Minot's resolution of the protest, the procurement officer will inform the bidders or offerors whose bids or offers might become eligible for award of the contract. If appropriate, the bidders or offerors should be requested, before expiration of the time for acceptance of their bids or offers, to extend the time for acceptance to avoid the need for re-solicitation. In the event of failure to obtain such extension of bids or offers, consideration should be given to proceeding with award pursuant to paragraph (3) (1) of this section.
- C. Upon receipt of a protest within 10 days after contract award or within 5 days after a debriefing date offered to the protester under a timely debriefing request in accordance with competitive proposals debriefing procedure (below), the procurement officer shall immediately suspend performance, pending resolution of the protest within the agency, including any review by an independent higher level official, unless continued performance is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the City of Minot. Such justification or determination shall be approved at a level above the procurement officer, or by another official pursuant to agency procedures.
- D. The City of Minot shall make their best efforts to resolve protests within thirty-five (35) days after the protest is filed. To the extent permitted by law and regulation, the parties may exchange relevant information.
- E. The City of Minot protest decisions shall be well-reasoned, and explain the City of Minot's position. The protest decision shall be provided to the protester using a method that provides evidence of receipt

## **Karen Pocha-Melby**

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**From:** Karen Pocha-Melby  
**Sent:** Monday, April 07, 2014 12:02 PM  
**To:** Anderson, Stacie L.; 'Irwin, Randall L.'  
**Cc:** Cindy Hemphill; Wolsfeld, Steven; 'Suzie Elkins'; Sue Greenheck; Ashley Freitas; Josh Robinson  
**Subject:** Disaster Recovery Grant Reporting System (DRGR) and new requirements for Quarterly Performance Report (QPR) specific to 2nd allocation

Hello,

I have recapped some items from the Federal Registers regarding items specific to the 2<sup>nd</sup> allocation regarding the QPR and DRGR. Please note these changes and incorporate into the 1<sup>st</sup> QPR for Allocation 2.

### **78 FR no. 43**

#### **First QPR is due:**

The grantee's first QPR is due after the first full calendar quarter after the grant award. For example, a grant award made in April requires a QPR to be submitted by October 30.

#### **Reporting Matching Funds:**

The total amount of non-CDBG-DR funds to be expended on each activity must be included. For example matching funds. (State Water Commission)

#### **Contractors:**

1. Grantee must record the amount of funding expended for each contractor identified in the Action Plan. (Includes CDM Smith)
2. A Data Universal Numbering System (DUNS) number must be entered into the system for any entity carrying out a CDBG-DR funded activity, including the grantee, recipient(s) and subrecipients(s), contractor(s) and developers.
3. Any contract over \$25,000 must be entered into the DRGR system.
4. Detailed expenditures for each contractor; procurement policies and procedures; executed CDBG-DR contracts; and status of services or good currently being procured by the grantee—e.g. phase of the procurement, requirements for proposals, etc.
  - a. The RFP, contract, and procurement policies would be placed on the web-site in conjunction with the QPR

#### **Monitoring Visits:**

1. Summary information on monitoring visits and reports, audits, and technical assistance conducted as part of the City's oversight of its disaster recovery programs.

#### **Affirmative Housing:**

1. Grantees must include a description of actions taken in the quarter to affirmatively further fair housing within the section titled "Overall Progress Narrative" in the DRGR system.

#### **Section 3:**

1. This Notice authorizes grantees to determine that an individual is eligible to be considered a Section 3 resident if the annual wages or salary of **the person** are at, or under the HUD-established income limit for a one-person family for the jurisdiction.

**78 FR no.103**

**Completion Dates:**

1. Contracts must clearly stipulate the period of performance or the date of completion.
2. Expected completion dates for each activity must be entered in DRGR.
3. When target dates are not met, grantees are required to explain why in the activity narrative.

Karen

Karen Pocha-Melby, CPA  
Internal Auditor  
City of Minot  
515 2nd Ave SW - Office Address  
PO Box 5006 - Mailing Address  
Minot, ND 58702-5006  
Phone: (701) 857-4726  
Cell Phone (701) 720-4559  
Fax (701) 857-4728  
[karen.pocha-melby@minotnd.org](mailto:karen.pocha-melby@minotnd.org)