



NORTHERN MARIANAS HOUSING CORPORATION

P.O. BOX 500514, Saipan, MP 96950-0514

Email: nmhc@nmhc.gov.mp

Website: <http://www.nmhcgov.net>

REQUEST FOR PROPOSALS (RFP) (*This is ad is paid for NMHC with HUD funds*)

NMHC RFP 2021-016

PROPOSAL SUBMISSION DATE & TIME: September 01, 2021, 10:00 a.m.

Consulting Services for the Community Development Block Grant Mitigation (CDBG-MIT) Program

The proposal packet is available on August 02, 2021 at the NMHC website at www.nmhcgov.net and at www.cnmi-cdbgdr.com by clicking on the "Procurement Tab".

Inquiries regarding this RFP must be submitted in writing or email to Mr. Jacob Muna, Office Manager/Procurement Officer at officemanager@nmhcgov.net and Mr. Nobert I. Pangelinan at drprocurementofficer@nmhcgov.net; or submitted by facsimile to (670)234-9021 no later than 10:00 AM local time on August 13, 2021.

The provisions of the NMHC Procurement regulations, NMIAC 100-60-725 AND 100-60-730 Prohibiting Gratuities, Kickbacks and Contingent Fees shall apply.

For more information, contact Mr. Jacob Muna, Office Manager/Procurement Officer, at (670)234-6866/9447 or email at officemanager@nmhcgov.net and Mr. Nobert I. Pangelinan, CDBG-DR Procurement Officer at drprocurementofficer@nmhcgov.net during regular business hours, 7:30 a.m. - 4:30 p.m. Monday through Friday, except CNMI holidays.

/s/

Jesse S. Palacios
Corporate Director
Northern Marianas Housing Corporation (NMHC)

/s/

Marcie M. Tomokane
Chairwoman
NMHC Board of Directors



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REQUEST FOR PROPOSALS NMHC RFP 2021-016

CONSULTING SERVICES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION (CDBG-MIT) PROGRAM

The Northern Marianas Housing Corporation (NMHC) is soliciting sealed proposals from prospective firms to provide Consulting Services for NMHC's Community Development Block Grant - Mitigation (CDBG-MIT) Program.

This procurement is in accordance with the NMHC Procurement Regulations. Proposal procedures shall be in full compliance with NMIAC §100-60-210 (Competitive Sealed Proposals) of the NMHC Procurement Regulations. To also include the provisions of NMHC Procurement Regulations, NMIAC Section §100-60-725 & § 100-60-730 Prohibiting Gratuities, Kickbacks and Contingent fees shall apply.

The Request for Proposals and Scope of Work is available on August 02, 2021, online at www.nmhcgov.net and www.cnmi-cdbgdr.com by clicking on the "Procurement" tab.

Inquiries regarding this RFP must be submitted in writing or email to Mr. Jacob Muna, Office Manager/Procurement Officer at officemanager@nmhcgov.net or Mr. Nobert Pangelinan, CDBG-DR Procurement Officer at drprocurementofficer@nmhcgov.net or submitted by facsimile to (670)234-9021, no later than 10:00 PM local time on August 13, 2021.

Selection Criteria:

Proposals shall be evaluated based on the following criteria:

1. Qualification of Firm and/or Personnel (30 Points)
2. Relevant Experience (30 Points)
3. Organization and Capacity (20 Points)
4. Price (10 Points)
5. Response to RFP (10 Points)

The successful proposer will be subjected to a responsibility determination in accordance with NMHC Procurement Regulations § 100-60-245.

Sealed proposals must be marked "**NMHC RFP 2021-016**". One (1) original, three (3) copies, and one (1) digital copy (USB flash drive) of sealed proposals must be submitted to the NMHC Central Office, Garapan, Saipan, MP 96950, no later than 10:00 a.m., local time **September 01, 2021**. Proposals received after the date and time will not be accepted. Proposers located outside of the CNMI may obtain an additional seven (7) business days for receipt of their proposals by submitting a Notice of Intent to Submit a Proposal. Notice of Intent to Submit a Proposal must be received by the Procurement Officer no later than 10:00 a.m., local time, **September 01, 2021**, and must be transmitted via facsimile to (670) 234-9021, or via email to officemanager@nmhcgov.net and to drprocurementofficer@nmhcgov.net. For proposers located outside the CNMI, an original and three (3) copies of

the proposal and one (1) digital copy. The sealed proposals must be postmarked by the U.S. Postal Service or the official government postal service of a foreign country no later than **September 01, 2021** and must be received at NMHC no later than **September 13, 2021**. Failure to submit the required number of copies may result in the rejection of your proposals.

Proposals will be publicly opened and read at the NMHC Central Office, Garapan, Saipan at 10:00 a.m., local time, **September 14, 2021**. However, if no notice of intent to submit a proposal received from proposers outside the CNMI, bids will be opened at 10:30 a.m., local time on **September 01, 2021**.

Breach of Ethical Standard

Gratuities. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore. *NMIAC Section 100-60-725(a)*

Kickbacks. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontractor or order. *NMIAC 100-60-725(b)*

Contingent Fees. It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure government contracts upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. *NMIAC 100-60-730*

NMHC hereby notifies all bidders that it will affirmatively ensure that, in any contracts entered into pursuant to this advertisement, small, minority businesses and women's business enterprises will be afforded equal opportunity to submit bids and will not be discriminated against on grounds of race, color, religion, sex, disabilities or national origin.

The responsive and responsible offeror submitting the proposal that is determined in writing to be most advantageous to NMHC taking into consideration price and the evaluation factors set forth in the request for proposals will be subject to a responsibility determination in conformance with the NMHC Procurement Regulations Section 100-60-245.

NMHC reserves the right to reject any and all proposals for any reason and to waive any defects in the bids if determined to be in its best interest. All bids received shall become the property of the Commonwealth Government.

/s/
Jesse S. Palacios
Corporate Director
Northern Marianas Housing Corporation (NMHC)

/s/
Marcie M. Tomokane
Chairwoman
NMHC Board of Directors

Northern Marianas Housing Corporation

Request for Proposal (RFP)

Consulting Services for the Community Development Block Grant Mitigation (CDBG-MIT) Program

NMHC RFP 2021-016

Issuance Date: **August 2, 2021**

Last Day to Submit Questions:
August 13, 2021, 10:00AM

Inquiries Regarding this RFP must be submitted in writing to:
Mr. Jacob Muna, Office Manager/Procurement Officer at
officemanager@nmhcgov.net and
Mr. Nobert I. Pangelinan, CDBG-DR Procurement Officer at
drprocurementofficer@nmhcgov.net
Fax: (670) 234-9021

Response to Inquiries Deadline: **August 13, 2021, 10:00 AM**

RFP Submission Deadline: **September 1, 2021, 10:00 AM**

Hard Copies to:
Northern Marianas Housing Corporation
P.O. Box 500514
Garapan, Saipan, MP 96950

Attention: **Jacob Muna, Officer Manager/Procurement Officer**

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I. GLOSSARY OF TERMS

Actual Cost: All direct and indirect costs incurred for services, supplies, or construction, as distinguished from estimated or forecasted costs.

Addendum/Addenda: A written change, addition, alteration, correction or revision to a bid, proposal or contract document. Addendum/Addenda may be issued following a pre-bid/preproposal conference or as a result of a specification or work scope change to the solicitation.

Allowable Costs: Costs that are recognized by law, regulation, or the Agreement. A cost that is reasonable.

Amendment: An agreed addition to, deletion from, correction or modification of a document or Agreement. To revise or change an existing document; a formal revision, improvement or correction.

Assignment: Legal transfer of a claim, right, interest or property.

Audit: A detailed review and examination of records, documents and the business processes with the confirmation by outside experts of a situation or condition concluding with a detailed report of findings. A formal examination or verification of financial accounts or other business operations. Examples include financial, compliance and management audits.

CDBG: Community Development Block Grant. The grant program authorized by Title 1 of the Housing and Community Development Act of 1974, for counties and cities, except those designated by HUD as entitlement areas.

Capability: The ability of a bidder to fulfill the Agreement at time of award.

Contract: An obligation, such as an accepted offer, between competent parties upon a legal consideration, to do or abstain from doing some act. A legally binding promise, enforceable by law. An agreement between parties with binding, legal and moral force, usually exchanging goods or services for money or other considerations. Term *Agreement* is interchangeably throughout this RFP.

Contracts Administrator: A purchaser or procurer of services. This title refers to an individual who is responsible for the procurement activities of an entity from conception of need identified through contract close-out.

Contractor: Any individual or business having an Agreement with a governmental body to furnish goods, services, or construction for an agreed-upon price.

Cost: The actual expenses incurred in delivering a product, service, or construction; includes both direct and indirect costs, but does not include fee or profit for the contractor.

Debriefing: A practice used primarily during the Request for Proposal process, whereby the contracting authority will meet with those parties whose proposals were not deemed appropriate for award. It is viewed as a learning process for proposers who may gain a better understanding regarding perceived deficiencies contained within their submitted proposal.

Deliverable: The completion of a milestone or the accomplishment of a task. Deliverables are used to measure successful performance.

Descriptive Literature: Information, such as charts, illustrations, brochures, and technical data, furnished by a bidder, on request as part of a bid, to describe the items offered; shows the characteristics or construction of a product, or explains its operation to determine the acceptability of the item.

Federal Register: A daily publication available from the Government Printing Office, that lists and discusses the regulations of federal agencies, makes the regulations available for public comment before they are made final, and publishes all final rules and regulations. (www.gpoaccess.gov/fr)

Fee: A sum of money paid for some service. A charge or payment, usually for professional or technical services.

FEMA: Federal Emergency Management Agency is a United States government agency with the purpose to coordinate aid and respond to disasters around the nation when local resources are insufficient.

Full and open competition: The process by which two or more vendors attempt to secure the business of a third party by offering the most favorable price, quality, delivery terms, or service. The concept of competition presumes the existence of a marketplace in which there is more than one vendor supplying similar goods and/or services.

Functional Specification: A specification setting forth the results required from the supply or service.

Late Proposal: A proposal, withdrawal, or modification received, at the designated place for receipt, after the established due date and time. Procurement policies should be established in order to provide guidance regarding how late bids/proposals are handled administratively. In most public entities, late proposals are not opened and may be returned

to the proposer advising that the bid was received late (after the due date and time) and cannot be accepted.

Mandatory: Obligatory, required by order, a provision that may not be waived.

Mandatory Requirements (Conditions): Conditions set out in the specifications/statement of work that must be met without alteration. Not meeting mandatory requirements may be grounds for disqualification.

Proposer: The person/entity who submits an offer in response to a solicitation. Terms *Proposer* and *Consultant* are interchangeably throughout this RFP.

Performance: The technical, operations, and quality characteristics of the end item.

Permanent Work: That work that must be performed through repairs or replacement to restore an eligible facility on the basis of its pre-disaster design, use, and current applicable standards. (Category C-G) (FEMA.gov)

Pre-Proposal Conference (Meeting): A meeting held by the NMHC with potential proposers, prior to the opening of the solicitation for the purpose of answering questions, clarifying any ambiguities and responding to general issues in order to establish a common basis for understanding all of the requirements of the solicitation. This may result in the issuance of an addendum to all potential providers. In certain situations, a mandatory conference may be advisable

Price: The total amount, in money or other consideration, to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.

Principal: One who employs an agent. A person who has authorized another to act for him/her.

Proposal: A proposal is a document submitted by a vendor in response to some type of bid solicitation to be used as the basis for negotiations or for entering into an Agreement.

Request for Proposal (RFP): The document used to solicit proposals from potential providers for goods and services (Proposers). Price is usually not a primary evaluation factor. Provides for the negotiation of all terms, including price prior to contract award. May include a provision for the negotiation of Best and Final Offers. May be a single step or multi-step process.

Respondent (COC 2019): The person/entity who submits a response to this Request for Proposal. One who makes an offer in response to a solicitation. Terms *Respondent*, *Responder*, *Proposer*, *Consultant*, and *Contractor* are interchangeably throughout this Request for Proposal.

Responsible and Responsive Proposer: A contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation, submitted a proposal that fully conforms in all material respects to the RFP and all of its requirements including all form and substance, and subsequent Agreement. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Scope of Work/Services: A detailed, written description of the conceptual requirements for the project contained within a Request for Proposal. The Scope of Work should establish a clear understanding of what is required by the buyer.

Service/Services Contract: An agreement calling for a firm's time and effort. The furnishing of labor, time, or effort by a firm, which may involve to a lesser degree, the delivery or supply of products.

Solicitation: A request for proposals, telephone calls or any document used to obtain proposals for the purpose of entering into an agreement.

Technical Specifications: Specifications that establish the material and operating requirements of products and services.

Unsuccessful Offeror: A vendor whose bid was not accepted for reasons of price, quantity, or failure to comply with specifications.

Value Added:

1. The increase in worth of a product or service as it moves through various stages of production and distribution.
2. What contribution a service function within an organization can make toward return on investment, increased productivity, or improved customer service.

(Definitions above provided by the National Institute of Governmental Purchasing & Free Dictionary.com)

II. BACKGROUND

The Federal Government appropriated \$16 million in Community Development Block Grant Mitigation (CDBG-MIT) funds to grantee recovering from qualifying 2018 disasters. CDBG-MIT funds allocated were made available by the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, Public Law 116-20 (approved June 6, 2019) (the "Appropriations Act").

The Northern Marianas Housing Corporation (NMHC) received HUD approval for its CDBG Disaster Recovery Action Plan on November 24, 2020 (Public Laws 115-254 and 116-20). The Action Plan described the allocation of \$16,000,000 to programs designed to address unmet needs resulting from the September and October 2018 disasters, primarily

focusing on rehabilitation of single-family residences that meet low to moderate income criteria. Action Plan Amendment Number 1, approved July 27, 2021 describes the status of current programs, allocates additional funding of \$10,378,000 in accordance with Public Laws 115-254 and 116-20, respectively, and provides justification for the reallocation of initial funding and the creation of new programs to address unmet infrastructure and affordable housing needs. The Northern Marianas Housing Corporation is the recipient of a total of \$16,000,000 in CDBG-MIT funding from HUD to assist in disaster recovery and rebuilding efforts resulting from the September and October 2018 storms.

The Northern Marianas Housing Corporation CDBG-MIT Action Plan lays out programs to address unmet housing needs, rebuild infrastructure, and revitalize the local economy. The CDBG-DR Action Plan and Amendment No. 1 describe the NMHC proposed allocation of the \$254,000,000. Per Federal Register (FR)-86 FR 569, HUD allocated \$16,000,000 in additional CDBG-MIT funds to the Northern Marianas Housing Corporation for mitigation activities consistent with the Appropriations Act and the CDBG-MIT Notice. The NMHC will use this and any future allocations to fund programs that will help increase overall community resilience and housing stability. These programs have been designed to promote sound, sustainable long-term recovery in coordination with other planning efforts such as the NMHC and regional hazard mitigation plan update, and flood plain management studies.

III. GENERAL INFORMATION

Sealed proposals in response to this RFP are being solicited by the Northern Marianas Housing Corporation, for the above titled project. Proposals must be submitted by hand delivery or mail by the date and time specified herein. Hardcopy submittals must be sent to the Northern Marianas Housing Corporation, P.O. Box 500514 Saipan, MP 96950; Attn: Jacob Muna, Office Manager/Procurement Officer Attn: **NMHC RFP 2021-016 Consulting Services for the Development of NMHC's Community Development Block Grant Mitigation (CDBG-MIT) Action Plan.** Detailed instructions for submitting responses to this RFP can be found under Section VI. *Mandatory Response Requirements and Submittal Format.*

The Northern Marianas Housing Corporation is soliciting proposals from qualified firms ("Consultants") to assist with providing technical services related to the preparation, completion, submittal and approval of Community Development Block Grant Mitigation Action Plan & Amendments that describe the proposed uses for the \$16,000,000 currently allocated to the Northern Marianas Housing Corporation from the United States Department of Housing and Urban Development for hazard mitigation. The plan development process and plan content should align with the rules and regulations outlined in the published CDBG-MIT federal notice and the respondent will also be expected to help with project management, programmatic implementation and compliance, as needed. Additionally, the respondent will be required to prepare any subsequent amendments to the CDBG-MIT Action Plan as needed.

The Northern Marianas Housing Corporation, hereinafter referred to as the “NMHC”, will conduct a formal selection process to determine the highest ranked, responsive, and responsible Consultant whose proposal is determined to be the most advantageous to the NMHC. A selection committee will review and evaluate the proposals. Top scoring Respondents may be short listed and invited to interview (if necessary) for the project. The determination of the successful Respondent (hereinafter referred to as the “Respondent”) will be based on a variety of criteria including, but not limited to, the qualifications, and experience of the Consultant; and the consideration of the price and evaluation factors set forth in this RFP to identify the Proposal that is the most advantageous to the NMHC.

Community Development Block Grant (CDBG) program Federal provisions will apply to this RFP.

Respondents must also thoroughly review the CDBG-MIT federal register notices available at: https://www.govinfo.gov/content/pkg/FR-2021-01-06/pdf/2020-29262.pdf?utm_source=HUD+Exchange+Mailing+List&utm_campaign=dbc7d789db-HUD_Pub_Allocation_Notices_for_CDBG_1_6_2021&utm_medium=email&utm_term=0_f32b935a5f-dbc7d789db-19536485

Respondents to this RFP must be familiar with and thoroughly review the CDBG-DR Action Plan and amendments available at: <https://www.cnmi-cdbgdr.com/action-plan/action-plan-documents/>

At the direction of the Northern Marianas Housing Corporation Corporate Director, selected Respondent(s) must be prepared to commence these services within seven (7) days of the award and execution of a contract, Notice to Proceed, and valid Northern Marianas Housing Corporation purchase order.

The Northern Marianas Housing Corporation will contract for the services of preparing the CDBG-MIT Hazard Mitigation Action Plan and amendments and consulting services for NMHC’s CDBG-MIT Action Plan. The NMHC reserves the right to modify and/or terminate the contract if the successful organization fails to perform in a manner consistent with the terms of the contract.

The NMHC may have a single prime Consultant as the result of any contract negotiation and may elect the option to select more than one Consultant. The Consultant (s) shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Respondents may enter into subcontractor arrangements, limited to one tier of subcontracting, however, shall acknowledge in their proposal total responsibility for the entire contract.

IV. SCOPE OF SERVICES

The selected firm must have or hire individuals or firms with the qualifications, knowledge, skills and abilities for their assigned tasks, and/or have a qualified plan to train staff as necessary with the requisite skills and proficiencies.

Work to be performed by the selected Consultant(s) include, but may not be limited to:

DEVELOPMENT PHASE:

- Developing a Hazard Mitigation Action Plan in accordance with the HUD Federal Register Notice for CDBG-MIT;
- Reviewing, analyzing and summarizing data about previous occurrences and probability of natural hazards faced by the NMHC, including identifying community assets at risk (including citizens, economy, structures, critical facilities, infrastructure and the natural environment);
- Guiding the NMHC in the planning process of gathering the necessary information from local governmental agencies and non-governmental agencies;
- Engaging with agencies and organizations, within and outside the NMHC government structure for data collection and reviewing information on the NMHC hazard mitigation capabilities;
- Engaging with community members and providing public forums as needed for input on drafted plans;
- Developing projects/activities with a strategy of reducing risks to life and property and provide greater sustainability against future disasters;
- Linking the hazard mitigation and disaster recovery strategy to mitigation action implementation with the proposed grant funding in an Action Plan to be evaluated and used by the U.S. Department of Housing and Urban Development;
- Working with NMHC to update Geographic Information Systems (GIS) database and mapping the information identified in the Risk Assessment and/or supplement any current GIS database;
- Providing work products and guidance that meets the requirements set by all applicable rules and regulations.

CONSULTANT RESPONSIBILITIES

During the contract period, the consultant will be responsible for:

- Providing services to the NMHC including but not limited to NMHC departments, NMHC partner agencies and NMHC component units;
- Conducting analysis and review in a professional manner;
- Performing all tasks on time based on an agreed upon schedule;
- Providing quality assurance in strict accordance with all industry standards;
- Submitting invoices reflecting staff name, task performed, hours, etc. in a timely manner along with all supporting documentation required; and
- Providing all information and collected data to NMHC staff for its records.

NMHC RESPONSIBILITIES

During the contract period, the NMHC will be responsible for:

- Assisting with coordinating meetings with the respective government and nongovernmental entities;
- Working with consultant to define the Hazard Mitigation and Disaster Recovery Plan and resulting Action Plan; and
- Working with consultant to provide information/data needed to establish projects and update the CDBG-MIT Action Plan.

KEY DELIVERABLES

DEVELOPMENT STAGE DELIVERABLES

- **Mitigation Needs Assessment:** Provide a template for the assessment and perform the assessments along with NMHC staff to identify the hazards, vulnerability, and goals to be incorporated into the action plan.
- **CDBG-MIT Hazard Mitigation Action Plan:** Assist the NMHC in the development of an approved plan that will identify the actions, projects, policies and procedures. **THE CDBG-MIT ACTION PLAN MUST BE SUBMITTED TO HUD BY January 6, 2022, per HUD's approval of NMHC's extension on the submission deadline as prescribed by the CDBG-MIT published federal notice.** Additionally, the plan must also address the method and scheduling of monitoring, evaluating, and updating the mitigation plan within 12 years. The Action Plan is required to meet all the expenditure and compliance deadlines within the applicable Federal Notices;
- **Citizen Participation Plan:** Update citizen participation plan to include specific outreach actions designed to mitigate risks arising from public pressure and a lack of broad community input in the identification of mitigation needs within 120 days of execution of the grant agreement;
- Assist the NMHC in developing and/or updating policies and procedures for applicable projects, programs, etc.;
- Develop and keep records of any assumptions used to develop the Action Plan, and any amendments;
- **Amendments:** Assist the NMHC in the development of subsequent amendments to the approved CDBG-MIT Action Plan;

- **GIS Database:** Provided updates to GIS database based on the data received from the risk assessments and other source(s) as needed;
- **Capabilities Assessment:** Document existing authorities, policies, programs, and resources related to hazard mitigation, and its ability to expand on and improve these existing tools.
- **Project Schedule:** Include a detailed preliminary design schedule incorporating all anticipated milestone dates, meetings, and document review periods;
- **Subcontractor Plan:** Provide a report within fifteen (15) business days after contract execution that identifies the consultant's compliance with M/WBE. List proposed subcontractors; describe their experience, and their qualifications as well as specific involvement in this Program;
- **Progress Report:** Prepare weekly project status reports to include a narrative description of the progress of work and major tasks completed, budget status, schedule overview, and significant issues with recommendations on any unresolved matters;
- Assist NMHC staff with holding public meetings to engage the public for input on the CDBG-MIT action plan in addition to documenting the feedback. These meetings shall include but are not limited to conducting at least two public hearings in the HUD-identified MID areas to obtain citizens' views and to respond to questions per FRN-6109-N-02; and
- Consultant shall also fulfill any additional tasks to assist the NMHC in successfully completing all of the requirements included in the current or future federal register notices.

IMPLEMENTATION STAGE DELIVERABLES

- Assist with applicable policies and procedures for the programs identified in the plan, as needed;
- Assist with development of projects and agreements as needed;
- Provide technical assistance to staff and sub recipients for compliance on programs and projects identified, as needed; and
- Provide recommendations on best practices for plan implementation, as needed.

V. ELABORATION AND CLARIFICATION

Do not make assumptions about the meaning or accuracy of information contained herein. Ask for clarification of assumptions prior to submitting a response to this RFP. If you do not ask questions or clarify any assumptions, the NMHC will assume that you agree with

and understand the requirements in the RFP. Any clarification of assumptions and exceptions to the terms, conditions, provisions, and requirements must be specifically noted in the form of a question and submitted to the NMHC by the date and time provided herein. The NMHC will assume that any Respondent that responds to this RFP accepts all of the RFP terms, conditions, provisions and requirements, except as expressly and specifically stated by the Respondent in its response to this RFP.

Exceptions to the terms, conditions, provisions, and requirements in this RFP and the sample contract terms and conditions, must be submitted in writing, clearly marked “Exceptions”, by the question deadline. Otherwise, the NMHC will assume that any Respondent that responds to this RFP accepts all of the RFP and sample contract terms, conditions, provisions and requirements.

VI. MANDATORY REQUIREMENTS AND SUBMITTAL FORMAT

All responses **must** be submitted hand delivery or mail no later than the date and time provided herein. Respondents **must** also deliver one (1) original copy, three (3) copies and one (1) digital copy (USB flash drive) of the information requested herein.

Submissions must be clearly labeled on the outside of the envelope with the following wording: **“NMHC RFP 2021-016 Consulting Services for Community Development Block Grant Mitigation (CDBG-MIT)”** All late submittals will be rejected. The NMHC is not responsible for late submissions caused by delays in mail delivery or a delay in any other method of delivery.

Responses must include all of the information required in this RFP, and may include any additional information that the Consultant deems pertinent to the understanding and evaluation of its response.

Print size shall be 12 pt. font minimum, on 8½ by 11 paper, one-sided. Submittals shall not exceed 25 pages, and must include the following information divided by tabs:

A. Cover Page

Provide a cover page that includes: Company Name, Address, Point of Contact (Email Address and Phone Number); **NMHC RFP 2021-016 - Consulting Services for Community Development Block Grant Mitigation (CDBG-MIT)**; DUNS Number, Date of Submission, and include the signed certification below:

I certify that this submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response to this RFP, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the RFP and certify that I am authorized to submit this response. By submitting this response to the Northern Marianas Housing Corporation, I offer and agree that if the response is accepted,

I will convey, sell, assign or transfer to the Northern Marianas Housing Corporation all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the Commonwealth of the Northern Mariana Islands for price fixing relating to services acquired by the CNMI. At the discretion of the Northern Marianas Housing Corporation, such assignment shall be made and become effective at the time the purchasing agency proffers final payment.

Authorized Signature (Print)

Authorized Signature w/ Title

E-mail Address

B. Cover Letter and Company Overview

Respondents should give a brief description of their company including brief history, corporate or organization structure, number of years in business. If the Respondent is partnering or subcontracting with any other entity, provide the information described above for each such entity. The cover letter must include the following:

- a. Name of primary point of contact.
- b. Address.
- c. Telephone and fax number.
- d. Email.
- e. Company overview.
- f. Statement of Interest.
- g. List of all offices and their addresses.
- h. Company's website address.
- i. Number of employees (retained consultants, subcontractors, and any other contract employees must be noted separately).
- j. General Qualifications and Capacity of Company/Firm.
- k. Qualifications/experience of the primary contact and other pertinent personnel who would be assigned to this project.
- l. Qualifications and Acknowledgement of the proposed use of Subcontractors, if applicable.
- m. Number of years that the company has provided the services required in the RFP (hazard mitigation services and writing CDBG-DR Action Plan(s)).

C. Executive Summary

Provide an explanation as to why Consultant is best qualified to provide the services requested by the Northern Marianas Housing Corporation, and a summary of the company's qualifications referencing relevant experience and capabilities.

The following documents must be submitted under this section:

1. Appendix – Organizational Conflict of Interest Statement
2. Appendix – Prime Business Information Statement
3. Appendix - Subcontractor Business Information
4. Appendix – Non-Collusion Statement

5. Appendix – Debarment Certification Form

Briefly describe any significant changes to the management and/or structure of the respondent that are related to the work contained in this RFP, including any mergers that occurred in the last five (5) years.

Respondent shall submit an organizational chart detailing the identity of each staff member who shall perform the services required under this contract. Specifically identify people currently employed by the Respondent who will serve in key roles listed in the organizational chart.

In addition, for any staffing functions for which specific roles have not been provided in this RFP, the respondent should submit a list, describe, and discuss the need for specific roles to perform certain functions and provide an organizational chart that shows how and by whom these functions will be performed.

Each proposal shall describe the organizational structure of the proposed team. At a minimum each proposal shall include:

Role	Responsibility
Principal, In Charge	Responsible for planning, coordinating, and overseeing the development through all phases of development. Responsible for client contact and authority to direct, control, and monitor all project activities.
Program Manager	Lead coordination of Action Plan development with NMHC staff and other respective parties.
Hazard Mitigation Planner	Support in analysis of old plans, determining scope of new plan, providing training in HM Planning, on-site planning assistance, developing a local planning team and planning schedule, planning meetings, and undertaking research pertaining to the community's hazards, risk and vulnerability, identifying existing capabilities, and identifying loss reduction opportunities and implementation strategies.
Engineer (if needed)	Guides the evaluation of direct and indirect social and economic disaster impacts to assist with multi-hazard planning; evaluation of project cost proposals; and evaluation for technical viability, feasibility and mitigation effectiveness.
Data Analyst	Develop clear and well-structured analytical plans and analyze large datasets.
Planning and Policy Support	Provide support to the staff in drafting and reviewing the Action Plans.

Environmental Specialist	Provide environmental subject matter expertise to assist in development and updates of Action Plan(s).
Infrastructure Specialist	Provide infrastructure subject matter expertise to assist in development and updates of Action Plan(s).

KEY PERSONNEL ROLES & RESPONSIBILITIES

- An organization chart showing the reporting responsibilities and organization of all Key Personnel, other staff to be assigned and sub-contractors.
- Key Personnel job descriptions and reporting responsibilities, and identification of all individuals performing functions of Key Personnel who meet the minimum qualifications of each key role, including resumes.
- Roles, responsibilities, qualifications and experience of Key Personnel are included in the table above. The Proposal narrative must include an overall staffing approach, including Key Personnel and other staff or subcontractors to be assigned. It is expected that the Respondent will provide Key Personnel for the following roles; however, if the Respondent feels additional Key Personnel are needed for the services, please include the additional roles, with description and qualifications for each role and why the position is needed.
- Provide a summary of the types of services the Respondent offers that relate to this RFP.
- Provide specific details on any previous CDBG-DR experience with hazard mitigation and preparing action plans for disaster-related recovery services.
- Proposals must demonstrate that the respondent has each of the necessary minimum qualifications listed in this RFP and is able to carry out each of the specific Tasks and Deliverables identified in this RFP.
- Respondents should provide detailed information about the experience and qualifications of its staff who are considered key to the success of the project and project teams experience working together on past projects within the last five (5) years.
- Respondents should demonstrate that all proposed staff have the requisite necessary experience, licenses (as applicable) and knowledge to successfully implement and perform the tasks and services under this RFP.

- Provide examples of current or past experiences for the Respondent and for any partners or subcontractors related to projects of similar size and scope as requested in this RFP.
- If the respondent will be subcontracting or partnering for any portion of the work, please also summarize the qualifications and experience of the subcontractor/partner's relevant staff and attach any contracts or agreements pertaining to the proposal.

The selected respondent must be able to adequately demonstrate their experience in Hazard Mitigation, CDBG-DR Action Plan Development and Program Management in their proposal submittal. The NMHC desires that the firm's resources meet or exceed criteria listed in Scope of Work and Experience, Qualifications and Technical Competence.

Respondent has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them.

Respondent and its employees hold and maintain any and all federal, state, and local licenses or certifications as required to perform the services requested.

The following documents must be submitted under this section:

- Qualifications, certifications, and relevant experience of the key individuals (Consultant and Subconsultant) providing services.

D. Proposed Project Approach, Availability, and Schedule

Provide a detailed description of the proposed approach to the project toward meeting the Scope of Services. At a minimum, the proposed approach should address the services noted under Section IV. The proposed approach shall include but not be limited to the following:

Description of approach, demonstrated understanding of the project and approach to Scope of Services.

Describe the Respondent's understanding of the nature of the Scope of Services and how its Proposal will best meet the needs of the Northern Marianas Housing Corporation.

Explain how the respondent will achieve the goals, objectives, tasks, and deliverables outlined.

Approach for maximizing use of local and/or low to moderate income and/or Disadvantaged Business Enterprise entities in subcontractor roles;

Approach for maximizing use of local labor and use of low to moderate income labor in staffing proposed operations (HUD Section 3);

Describe the proposed mechanisms and strategies for delivering services, e.g. through implementation of systems, technology, training, staffing plans or other means;

Describe the Respondent's strategy for ensuring collaborative, consistent and productive communication with the Northern Marianas Housing Corporation and other Program contractors;

Describe the strategy for recruiting and hiring any staff or subcontractors that are essential to the successful management but have not yet been identified.

If the Respondent intends to subcontract for portions of the work, the Respondent shall identify in its proposal any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. The prime Respondent shall be the single point of contact for all subcontract work. Every subcontract shall incorporate and follow the terms of the contract between the prime Consultant and the Northern Marianas Housing Corporation.

Describe the strategy for preventing fraud and abuse, and for complying with state and federal guidelines.

Ability of team to devote time and resources necessary to successfully complete the project in a timely manner throughout the life of the Program.

Accessibility of Program Manager and key personnel.

Ability to meet accelerated timeline and budget restraint. Respondent can comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

The Respondent shall outline its current and projected workload over the next twelve (12) months and state its commitment to provide the requested services while minimizing the impact on staff and meeting its needs in a comprehensive approach.

The Respondent shall also provide a schedule to begin this project. In addition, the full name and address of the Respondent and the branch office that will perform the services shall be described therein.

Respondent has adequate staffing to fulfill the required services throughout the entire contract term.

The Respondent's staffing plan shall specifically include the required number of personnel, role and responsibilities of each person on the project, their planned level of effort, their anticipated duration of involvement, and their onsite availability.

Clearly identify the number of staff that will need to be hired, the process for hiring them, and how they will be trained. Indicate if any work will be subcontracted to other partners. If applicable, please provide a pending or executed contract, MOU, or agreement. If the agreement is pending a successful proposal, it must be executed, and a copy submitted to the NMHC prior to the execution of the contract under this RFP.

The following documents must be submitted under this section:

E. Past Performance of Similar Projects

The Respondent must provide Appendix - *Reference Questionnaire*, to at least three (3) references for similar work within the past five (5) years. A questionnaire may be provided to The Northern Marianas Housing Corporation that may be used as a fourth reference, if applicable.

Consultant must provide references as proof of a satisfactory performance record.

F. Cost Proposal and Staff Hourly Rates

The Cost Proposal must be submitted as part of the appendices. The appendix must have the Respondent's name, the project name and the RFP number prominently displayed, together with the appendix titled "Schedule of Activities and Cost/Fee."

All costs must be provided with enough detail so that the NMHC can effectively evaluate price reasonableness.

The Respondent must anticipate that personnel will work hours necessary to complete the assigned tasks. Any hours above 40 per week will require approval by the NMHC Corporate Director and will be paid at the same hourly billing rate.

The contract will be funded, in whole or in part, by CDBG-MIT funds. Therefore, funding and payment of the contract will be based on requirements and availability of the CDBG-MIT funds by the Northern Marianas Housing Corporation. The prime Consultant is responsible to submit all required documentation for payment to the Northern Marianas Housing Corporation.

Please note, the information requested in the cost proposal may not necessarily reflect what the structure of the final contract will be.

Complete and return the Staff Hourly Rate sheet, Appendix – *Labor Rates*. Rates must include all costs associated with the Scope of Work (Section IV) and terms and conditions as outlined in this RFP, Exhibit – *Sample Contract (Terms and Conditions)*. Please provide a brief description of each category including years of experience, certification, etc. Add additional categories if not provided in the rate sheet.

G. Financial Stability

All respondents must provide a Financial Statement of Responsibility. This should also include Balance Sheets for the last two (2) financial audit periods in a separate sealed hand delivered/mailed envelope. Please mark the documents “Confidential.”

H. Appendices

The following appendices must be submitted with your response:

Organizational Conflict of Interest Statement

Prime Business Information Statement

Non-Collusion Affidavit

Schedule of Activities and Cost/Fee

Debarment Certification Form

VII. EVALUATION CRITERIA

The Northern Marianas Housing Corporation will conduct a formal selection process to determine the best offer that meets the NMHC needs and budget. A selection committee will review all of the proposals and will determine the successful Respondent based on a variety of criteria including, but not limited to, the expected deliverables as outlined in the solicitation; proposals submitted including recommendations, qualifications and experience of the Respondent; the cost to the NMHC, and any proposed value-added services.

A committee will review each proposal based upon the evaluation criteria. The committee will produce a list of the top-rated proposals (short list) and may recommend that top-rated Respondents will be selected for possible interviews. Respondents may or may not be interviewed and the NMHC reserves the right to conduct interviews at its sole discretion.

The short-listed Respondents may be contacted via telephone or e-mail to determine an interview date and time. Respondents should plan to have available, in person, key personnel who will be assigned to work on the proposed project. Individuals who fail to attend the interview may not be given a score, which could jeopardize the Respondent’s ranking.

Negotiations will be entered into with the highest ranked Respondent in an effort to agree on project approach, confirm pricing, and address any questions remaining after the selection process. If a successful contract cannot be negotiated with the highest ranked Respondent, negotiations will be undertaken with the next Respondent in order of ranked preference.

The NMHC reserves the right to accept or reject proposals in part or in their entirety.

This RFP does not commit the Northern Marianas Housing Corporation to pay for direct or indirect costs incurred in the preparation or presentation of a response. All respondents will pay the direct or indirect costs incurred in preparing their proposals, making presentations, participating in interviews and for travel and accommodations.

The Evaluation Committee will review each proposal based upon the criteria listed below:

Selection Criteria	Points
Qualification of Firm and/or Personnel Experience Discuss the qualifications of your firm and include how your services will benefit the NMHC. Emphasis should be placed on the ability of your firm to provide efficient and prompt management and consulting services in ensuring the CDBG-MIT Action Plan is approved by HUD. Provide examples that demonstrate the firm or company's ability in achieving efficient and prompt consulting services. Professional background and key staff and personnel and demonstrated technical capability.	30 Points
Relevant Experience Current and recently completed projects that substantiate the firm's aptitude for similar project. Provide narrative of services the firm has provided with the knowledge and familiarity of HUD programs, most especially, the CDBG-DR Program and the CDBG-MIT Program.	30 Points
Organization and Capacity Capacity of the firm in handling and providing the required services.	20 Points
Price Fee proposal shall not be considered in the selection of the most highly qualified firm.	10 Points
Response to RFP Quality and completeness of the response to the requirement of this RFP.	10 Points

VIII. AWARD CRITERIA

The NMHC will evaluate and rate the responses to this Request for Proposal (RFP).

It is in the sole discretion of the NMHC to determine the award method. The NMHC intends to award the highest ranked, responsive, and responsible Consultant whose response is determined to be the most advantageous to the NMHC. Submittals must be responsive to all requirements.

Submittals will be evaluated per criteria listed in Section VII. A committee will review each submittal based upon the evaluation criteria. The committee may produce a list of the top-rated responses (short list) and may recommend the top-rated consultants be selected for possible interviews and/or demonstrations. Consultants may or may not be interviewed and the NMHC reserves the right to conduct interviews and/or demonstrations at its sole discretion. The NMHC reserves the right to conduct an interview and/or demonstration in cases where the determination is to award solely on the basis of the top rated, most responsive firm, without short listing.

In the event the NMHC moves to an interview, interviews will be scored separately (see sample interview rating below). The highest ranked Respondent will be selected through the combined final score of their technical score (solicitation response) and interview score (presentation and interview response).

For the interview phase, a pre-set list of questions will be asked to each Consultant. The rating committee reserves the right to ask for clarification on any question or response to a question. Each Consultant must be interviewed separately. Respondents will be scored in two areas, their overall presentation and their responses to specific interview questions. Each Consultant will be rated on a scale of 1-13-25 for both categories.

- A “**25**” represents that the individual provides significantly higher value than the average interviewee (clearly shows differential, clearly shows that the individual has expertise doing this type of work).
- A “**13**” represents that the individual is about average (or there is insufficient information to make a clear decision)
- A “**1**” represents that the individual is significantly below the average (shows deficiency, provides no evidence to prove expertise doing this type of work)

Sample Interview Score Rating:

Category	Rating	Score
Presentation	25 13 1	
Interview Responses	25 13 1	
	Total	

Negotiations:

Upon selection of the highest ranked Respondent, the NMHC may proceed to negotiations in the following manner:

1. Negotiate with the highest ranked Respondent on price, matters affecting the scope of the contract, so long as the changes are within the general scope of the request for proposals. If a satisfactory contract cannot be negotiated with the highest ranked Respondent, negotiations may be conducted, in the sole discretion of the procurement officer, with the second, then the third, and so on, ranked Respondents to the level of ranking determined by the officer in their sole discretion;
2. During the negotiations process as outlined in item (1) above, if the procurement officer is unsuccessful in their first round of negotiations, they may reopen negotiations with any Respondents with whom they previously negotiated; or
3. The procurement officer may make changes within the general scope of the Request for Proposals and may provide all responsive Respondents an opportunity to submit their best and final offers.

IX. TENATIVE SCHEDULE OF EVENTS

Task	Date	Time (if applicable)
RFP Issuance Date	August 2 nd , 2021	7:30 AM
Last Day to Submit Questions	August 13 th , 2021	10:00 AM
Last Addendum to be posted (if applicable)	August 20 th , 2021	
Submittal Deadline	September 1 st , 2021	10:00 AM
Interviews (if needed)		
Intent to Award	September 13 th , 2021	

X. GENERAL INFORMATION AND INSTRUCTIONS (as applicable)

A. Procurement Process

The RFP is not a bid. In the event the NMHC elects to negotiate a contract, any contract shall contain, at a minimum, the terms and conditions (or substantially the same terms and conditions) as provided in the appendices. The NMHC reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the NMHC.

B. Questions

Questions must be submitted to: Mr. Jacob Muna, Office Manager/Procurement Officer at officemanager@nmhcgov.net and Mr. Nobert I. Pangelinan, CDBG-DR Procurement Officer at drprocurementofficer@nmhcgov.net. Questions can also be submitted via Fax at (670) 234-9021.

No questions may be directed to or contacts made with anyone not identified in this RFP as points of contacts during the period of time that this RFP is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the consultant and/or consulting firm from further consideration.

C. Confidentiality

Unless otherwise required by law, and until the public opening of the proposals, all information, materials and other documents submitted by a respondent shall not be released or made available to any person or entity except NMHC representatives assisting in this procurement process. Unless required by law, proprietary or financial information submitted to the NMHC by a respondent will not be disclosed if the respondent visibly marks each part of the proposal that the respondent considers confidential, financial or proprietary information with the word “Confidential.”

D. Respondent’s Duty to Inspect, Advise and Declare All Costs

Each respondent shall become fully acquainted with the NMHC requirements and the scope of the services to be provided. Respondents have a duty to request any information from the NMHC as it deems necessary to prepare the RFP. Such requests shall be made in compliance with Paragraph B of this section. No contract amendment will be granted or additional compensation permitted if it is based upon information that the respondent knew, or should have known, as part of the respondent’s duty to become acquainted with the NMHC circumstances and requirements.

E. Time for Receiving Proposals

Proposals must be submitted on **September 01, 2021, no later than 10:00 a.m., local time**. Proposers located outside the CNMI may obtain an additional seven (7) business days for receipt of their proposals by submitting a “Notice of Intent to Submit a Proposal” must be received by the Procurement Officer no later than 10:00 a.m., local time, September 01, 2021, and must be submitted via email to officemanager@nmhcgov.net and drprocurementofficer@nmhcgov.net. For proposers located outside the CNMI, sealed proposals must be postmarked by the U.S. Postal Service or the official government postal service of a foreign country no later than September 01, 2021, and must be received by the Northern Marianas Housing Corporation (NMHC) no later than September 13, 2021.

Proposals will be publicly opened and read at the NMHC Central Office, Garapan, Saipan at 10:00 a.m., local time, September 14, 2021. However, if no notice of intent to submit a proposal received from proposers outside the CNMI, bids will be opened at 10:30 a.m., local time on **September 01, 2021**.

F. Submittal of Proposals

All responses to this RFP must be clearly marked **NMHC RFP 2021-016 - Consulting Services for Community Development Block Grant Mitigation (CDBG-MIT)**. A minimum of one (1) original copy, three (3) hard copies and one (1) digital copy containing the data requested shall be submitted. All proposal documents shall be submitted to the NMHC Central Office in Garapan, Saipan. All proposals submitted via mail should be mailed to:

Northern Marianas Housing Corporation
ATTN: Jacob Muna, Office Manager/Procurement Officer
P.O. Box 500514
Saipan, MP 96950
NMHC RFP 2021-016

All late proposals will be rejected. NMHC is not responsible for late RFPs caused by delays in mail delivery or a delay in any other method of delivery. Proposals will be publicly opened at the date and time listed in section E above.

G. Acceptance and Rejection

Any submittals that do not conform to the essential requirements of the RFP shall be rejected. The CNMI/NMHC reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. The NMHC also reserves the right to accept or reject any or all proposals received in response to this RFP and to negotiate separately with competing respondents. The NMHC is not obligated to enter into any contract on the basis of any submittal in response to this RFP. The NMHC reserves the right to request additional information from any Respondent submitting under this RFP if the NMHC deems such information necessary to further evaluate the Respondent's qualifications.

A proposal may be rejected at any time during the evaluation process and thereafter if there are any adverse findings that would prevent the Program from selecting the firm or any person or entity associated or partnering with the firm. Such adverse findings include, but are not limited to:

1. Negative findings from the HUD Office of Inspector General, to Commonwealth of the Northern Mariana Islands (CNMI) Attorney General or from the U.S. Government Accountability Office, or from an Inspector General in another state.

Pending or unresolved legal action from the U.S. Attorney General or from an attorney general in the CNMI or another U.S. state.

2. Pending litigation within the Northern Marianas Housing Corporation, any municipality located in the CNMI or another U.S. state.
3. Suspension or debarment as ineligible on the System for Award Management (SAM).
4. Certify whether Respondent or its principals, or any of its subcontracting entities have any current or pending sale of tax lien or substantial local, state or federal tax arrears.
5. Fair Housing violations or current litigation.
6. Defaults under any Federal, State or locally-sponsored program.
7. A record of substantial building code violations or litigation against properties owned and/or managed by the Respondent or by any entity or individual that comprises the Respondent.
8. Past or pending voluntary or involuntary bankruptcy proceeding.
9. Conviction for fraud, bribery or grand larceny by any principal of the Respondent.

H. Acceptance Period

Any submittal in response to this solicitation shall be valid for 120 calendar days. At the end of this time the submittal may be withdrawn at the written request of the respondent if no award has been made. If the RFP is not withdrawn at that time, the submittal in its entirety, including the price structure, shall remain in effect.

I. Cancellation of Proposals

Proposals may be cancelled prior to the time fixed for opening. Negligence on the part of the Respondent in submitting the proposal confers no right for the withdrawal of the proposal after it has been opened.

J. Respondents Present

At the time fixed for the opening of proposals, their contents will be made public for the information of Respondents and the general public. Respondents will not be permitted to examine the proposals until award is made.

K. Alternate Proposals

Any proposal which does not conform to the specifications contained or referenced in the RFP may be rejected unless the invitation authorized the submission of Alternate Proposal and the equipment or supplies offered as alternates meet the requirements specified in the invitation.

L. Ambiguous Proposals

Proposals which are uncertain as to terms, compliance to requirements and/or specifications shall be rejected.

M. Conflict of Interest; Contingency Fees; Non-Collusion Affidavit

The following terms and conditions regarding Conflict of Interest, Contingency Fees, and Certification of Subcontractors will be included in the Agreement for this project.

1. Conflict of Interest. See Appendix – *Organizational Conflict of Interest Statement*.

Respondents shall promptly notify the Procurement Officer, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the respondent's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that such a person may undertake, and request an opinion of the NMHC as to whether the association, interest, or circumstance would, in the opinion of the NMHC, constitute a conflict of interest. The NMHC will respond to such notification by certified mail within thirty (30) days.

By submitting this proposal, the respondent certifies that it has no conflict of interest with any employee, agent, elected official or officer of the city or any other conflict as may be set forth herein.

2. Prohibition against Contingent Fees.

The Respondent warrants that he and his Subcontractor(s) have not employed or retained any company or person other than a bona fide employee working solely for the consultant or Subcontractor(s) to solicit or secure this Agreement and that he and his Subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant or his Subcontractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Contract.

For any breach or violation of this provision, the NMHC shall have the right to terminate the Agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

3. Non-Collusion Affidavit. See Appendix – *Non-Collusion Affidavit*.

More than one proposal from an individual, firm, partnership, association or related parties under the same or different names will not be considered. If the NMHC believes that collusion exists among respondents, all proposals from the suspected firms will be rejected. “Related parties” means respondents or the principals thereof, which have a direct or indirect ownership or profit-sharing interest in another respondent.

Respondents shall comply with all local, state, and federal directives, orders, and laws as applicable to this RFP and any resulting contract.

By responding to this RFP, respondents certify that the response is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item, and they certify the knowledge that this would constitute an illegal action.

N. Protest Procedures

1. **Right to protest:** Any actual or prospective Proposer, Respondent, or Subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest setting forth the grievance shall be submitted in writing within five (5) days after such aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 10 days of notification of the award of the contract.
2. **Authority to resolve protests:** The appropriate procurement officer shall have the authority, prior to the commencement of an administrative review as provided in this article, to settle and resolve a protest of an aggrieved Respondent or Subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be applied in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the City.
3. **Decision:** If the protest is not resolved by mutual agreement, the appropriate procurement officer shall issue a decision in writing within ten (10) days. The decision shall state the reasons for the action taken.
4. **Notice of decision:** A copy of the decision under Number 3 above of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
5. **Finality of decision:** A decision under Number 3 of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the

grievance to the Corporate Director ten (10) days of the decision. The protesting party may also request an interview with the Corporate Director.

6. **Request for review:** The request for a review shall not stay the contract unless fraudulent.

O. Sales Tax and/or Use Tax (April 2019)

The tax rate applied is in accordance to the CNMI's Division of Revenue and Taxation. Please also see Invoicing Procedures.

P. Assignments

No contract may be assigned, sublet, or transferred without a written consent of the NMHC.

Q. Manufacturers Brochures and Specifications Data

Respondents shall submit manufacturer's brochures and specifications data as part of RFP response. Submittal of such data shall not be deemed a counter offer unless so noted in the RFP response sheet. Respondents failing to comply will be deemed non-responsive.

R. Default

In case of default, the NMHC reserves the right to purchase any or all items and/or services on the open market, charging firm with any excessive costs. Should such charges be assessed, no subsequent bids and/or proposals submitted by the defaulting firm shall be considered until the assessed charges have been satisfied.

S. Non-Appropriations

Any contract entered into by the Respondent resulting from this request for proposal shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

T. Proposal Opening Delay

If it becomes necessary to postpone a proposal opening, the procurement officer shall issue the appropriate amendments to the solicitation postponing or rescheduling the proposal opening. When the purchasing agency is closed due to force majeure, proposal opening will be postponed to the same time on the next official business day.

U. Exceptions

Notwithstanding any prior negotiations, the specifications and terms and conditions provided herein take precedence. Formal objection is hereby made to any or different terms proposed by Respondents unless listed on a separate sheet labeled “Exceptions”, and agreed to in writing by the Northern Marianas Housing Corporation.

XI. APPENDICES

Qualifications and Experience Questionnaire
Organizational Conflict of Interest Statement
Prime Business Information Statement
Subcontractor Business Information
Non-Collusion Affidavit
Schedule of Activities and Cost/Fee
Debarment Certification Form

XII. EXHIBITS

- A. Northern Marianas Housing Corporation Holiday Schedule
- B. Sample Contract (Terms and Conditions)
- C. HUD Provision

CNMI 2021 Legal Holidays

Pursuant to 1 CMC § 311, as amended by CNMI Public Law 15-4, the following legal holidays are observed in the Commonwealth

January 1	New Year's Day
January 18	Martin Luther King. Jr. Day
February 15	Presidents Day
March 24	Commonwealth Covenant Day
April 2	Good Friday (as designated in the Liturgical Calendar)
May 31	Memorial Day (Last Monday in May)
July 5	Independence Day
September 6	Labor Day (First Monday in September)
October 11	Commonwealth Cultural Day
November 4	Citizenship Day
November 11	Veterans Day
November 25	Thanksgiving Day (Fourth Thursday in November)
December 8	Constitution Day
December 24	Christmas Day (Saturday, December 25, 2021 - to be observed on Friday, December 24, 2021)

EXHIBIT C - SAMPLE CONTRACT (TERMS AND CONDITIONS)

CONTRACT NO.: NMHC 2021-XXX

NMHC RFP 2021-XXX
CONTRACTOR: [COMPANY NAME]

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

I. PARTIES

This contract is between the NORTHERN MARIANAS HOUSING CORPORATION (NMHC), an autonomous public agency of the Commonwealth of the Northern Mariana Islands and referred to herein as "NMHC", and [COMPANY NAME] is referred to in this contract as the "CONTRACTOR."

Jesse S. Palacios, NMHC Corporate Director, is the Expenditure Authority for the NORTHERN MARIANAS HOUSING CORPORATION (NMHC). Any reference to the expenditure authority in this contract is a reference to Jesse S. Palacios, Corporate Director. The Expenditure Authority may take any action on behalf of the NMHC provided for by this contract or by law.

II. NOTICE

All notices and communications required by this contract shall be in written form and shall be delivered to the following addresses:

Mr. Jacob Muna, Procurement Officer
Northern Marianas Housing Corporation
P.O. Box 500514
Saipan, MP 96950
Tel: (670)234-6866

[PRIMARY CONTACT PERSON]
[COMPANY NAME]
[ADDRESS]
[CITY, STATE ZIP]
Tel: [NUMBER]

III. COMMUNICATION

The CONTRACTOR shall maintain communications with NMHC at all stages of the CONTRACTOR's work. The CONTRACTOR will submit any questions it may have to the NMHC regarding its performance under this contract.

IV. GENERAL PURPOSE

The purpose of this contract is for the NMHC to procure from the CONTRACTOR the services described in this contract and in the attached exhibits and to enjoy any warranty or other services provided for by this contract.

The services being procured are described as follows:

1. Consulting Services for the Community Development Block Grant Mitigation (CDBG-MIT) Program

The services being purchased by this contract are further described in *Exhibit B*. If the description of the services in *Exhibit B* conflict with the description of the services in this contract, then the description in this contract will control.

The services will be provided on the island of Saipan.

The services will be performed for a duration of *[NUMBER OF YEARS]*.

V. CONTRACTOR TO PROVIDE PRODUCT AND SERVICE

The CONTRACTOR will provide the following:

- [SCOPE OF WORK]

VI. WARRANTY

- (If applicable)

VII. CONTRACT DOCUMENTS

The following instruments shown in the table below, constitute the contract documents ("Contract Documents") and are incorporated as part of the Contract thereof. If any of the attached documents conflict with this contract, then the language of this contract will control.

EXHIBIT	NAME OF DOCUMENT
A	Standard Terms and Conditions
B	Scope of Work

VIII. CONSIDERATION AND SCOPE OF WORK

CONTRACTOR agrees to provide vehicles and perform the services described in this contract and the documents attached and incorporated into this contract. The NMHC agrees to pay contractor in the amount not to exceed xxxxxxxxxxxx DOLLARS (\$XX,XXX.00) in exchange for the Consulting Services for the Community Development Block Grant Mitigation (CDBG-MIT) Program. In addition, the consideration for this agreement is in the mutual covenants and stipulations hereby agreed to by the parties and set out in the following paragraphs.

IX. DURATION OF CONTRACT

The CONTRACTOR will begin its performance upon receipt of a Notice to Proceed by NMHC.

This contract will remain in effect for a period of [NUMBER OF YEARS] after the receipt of the Notice to Proceed.

X. CONTRACT EXTENSION

NMHC may extend the term of this contract by written notice to the CONTRACTOR 30 days before the contract expires. This extension provision may be exercised more than once, but the total extension of performance may not exceed two (2) years. If NMHC exercises its option to extend this contract, then the contract will continue without any change in the terms and conditions of this contract.

XI. DELIVERY AND PAYMENT

The CONTRACTOR agrees to begin, and to continue for as long as this contract provides, to issue the vehicles and to perform the services on the island of Saipan. The CONTRACTOR will invoice NMHC and will be paid according to the following schedule:

DATE THE NMHC RECEIVES INVOICE	INVOICE AMOUNT	PAYMENT DUE DATE
15 th and 30 th of every month		NMHC will issue payment to the contractor within 30 days after submitting an invoice.

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If the notice to proceed is issued after a date identified in the above-schedule, then the CONTRACTOR will invoice the NMHC on the next date identified in the above-schedule. Thereafter, invoices will be issued in accordance with the above-schedule and will continue to be issued until the contract is completed.

Payment by NMHC shall be made only upon CONTRACTOR's submission of evidence to the Expenditure Authority that the CONTRACTOR has delivered the vehicles and the services and has adhered to all contract terms and specifications.

If the CONTRACTOR fails to invoice NMHC according to the above schedule, then NMHC, at its sole discretion, may refuse to pay the untimely invoice. If NMHC exercises its right to refuse payment under this subsection, neither party will be relieved of its obligation to perform under this contract.

XII. SIGNATURE REQUIREMENTS

No Contract can be formed prior to the approval of all required signatories, as evidenced by the signature affixed below of each of them, made in the order listed. The Contract shall become effective upon certification of contract completion by the Director of Procurement and Supply.

XIII. ADJUSTMENTS OF TIME FOR PERFORMANCE

The Expenditure Authority may grant the CONTRACTOR up to thirty (30) additional days to complete the delivery of the services required by this contract. A grant of additional time will only be effective if it is placed in writing and signed by the Expenditure Authority.

The CONTRACTOR may grant the NMHC additional time, as necessary, to complete the payment for the services. A grant of additional time will only be effective if it is placed in writing and signed by an agent of the Contractor.

XIV. SIGNATURES

1. Expenditure Authority

I declare that I have complied with the NMHC procurement regulations; that this contract is for a public purpose; and that the contract does not waste or abuse public funds. I declare that I, personally, have the authority to obligate the expenditure of funds for this contract. I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed this day in the Commonwealth of the Northern Mariana Islands.

Jesse S. Palacios
Corporate Director
Expenditure Authority

Date:

2. Procurement and Supply

I hereby certify that to the best of my information and belief this contract is in compliance with the NMHC Procurement Regulations, is for a public purpose, the contractor is a responsible contractor, and the contract does not waste or abuse public funds.

Jacob Muna
Procurement Officer

Date

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3. NMHC Fiscal Division

I hereby certify that the funds identified below are available and have been committed for funding of this Contract:

Account: _____

Amount: _____

Roger A. Dris
Acting-Chief Financial Officer

Date

4. Attorney General:

I hereby certify that this contract has been numbered, reviewed and approved as to form and legal capacity.

Edward Manibusan
Attorney General

Date

5. NMHC Board of Directors

Marcie M. Tomokane
Chairwoman

Date

6. CONTRACTOR – [COMPANY NAME]:

On behalf of the CONTRACTOR, I represent that I am authorized to bind the CONTRACTOR to the terms of this Contract, and by my signature I do hereby accept and bind the CONTRACTOR to the terms of this Contract. I further represent for the CONTRACTOR that no person associated with the CONTRACTOR has retained any person in violation of the Commonwealth Procurement Regulations.

PRINTED NAME OF SIGNING AUTHORITY

TITLE

SIGNATURE OF SIGNING AUTHORITY

Date

7. CERTIFICATION OF CONTRACT COMPLETION

I hereby certify that this contract bears all signatures and is therefore complete.

Jacob Muna
Procurement Officer

Date

XV. END OF CONTRACT DOCUMENT

Procurement Information
(For government purposes only)

Method of Procurement (Check one only)

- ☐ Competitive Sealed Bids
- ☒ Competitive Sealed Proposal
- ☐ Small Purchase
- ☐ Sole Source
- ☐ Emergency
- ☐ Expedited

Type of Procurement (Check one only)

- ☒ Initial procurement
- ☐ Subsequent procurement –
- ☐ Following Bid Protest
- ☐ Government's Option
- ☐ Replacement for Defaulted Contractor

Government contract numbers of all related contracts with the Vendor:
Insert Contract Numbers, or NONE

EXHIBIT A
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
STANDARD TERMS AND CONDITIONS

I. TAXES, INSURANCE, AND PERMITS

The Lessor is responsible for all applicable Commonwealth or federal taxes and fees which may become due and owing by the Lessor by reason of this contract. The Lessor is also responsible for obtaining all insurance, licenses, permits, and certificates that may be required in order to perform this contract.

II. LITIGATION

If the Commonwealth, without any fault on its own part, becomes a party to any litigation by or against the Lessor in connection with this contract, the Lessor shall pay all costs and expenses incurred by the Commonwealth, including reasonable attorneys' fees.

III. CONTRACT SUBJECT TO FUNDING

Continued funding of this Contract beyond the present fiscal year is contingent on availability of funding in future years. In the event that such funding does not become available, the Commonwealth may terminate the contract without any further liability.

IV. SATISFACTION OF EXPENDITURE AUTHORITY REQUIRED

The Lessor agrees to complete the contract according to the terms of the contract and to the full satisfaction of the Expenditure Authority.

V. REGULATIONS CONTROLLING

This contract is void if either the procurement processes or contract execution fails to comply with the Commonwealth Procurement Regulations codified by NMIAC §§ 70-30.3-001, et seq. Any procurement action of a government official or employee in violation of said regulations is not authorized by the government and is an act for which the government will not take responsibility or be liable for in any manner. The Lessor and the government Contracting Officer hereby certify that they have both read and understand said procurement regulations and have complied with all such regulations.

VI. DEBARMENT, SUSPENSION, AND PERSONAL LIABILITY FOR VIOLATION OF PROCUREMENT REGULATIONS

If the contract is in violation of the procurement regulations codified by NMIAC §§ 70-30.3-001, et seq., then the Lessor may be subject to debarment or suspension from government contracting. Any person found to be violating the procurement regulations may be personally liable for any damages incurred, in addition to other penalties provided for by law or regulation.

VII. CONTRACT DISPUTES

1. Any dispute arising under this contract between the Commonwealth and the Lessor shall be submitted to administrative review and appeal as provided for by the procurement regulations codified by NMIAC §§ 70-30.3-001, et seq.
2. Commonwealth law governs this contract.
3. The Commonwealth will not be held liable for interest on any judgment taken as a result of any legal action in connection with this contract.
4. The Commonwealth will not be held liable for any punitive damages as a result of any legal action in connection with this contract.
5. The Commonwealth will not be held liable for any attorneys' fees incurred by the Lessor as a result of any legal action in connection with this contract.

VIII. GRATUITIES

It shall be a breach of contract for the Lessor to offer, give, or agree to give a gratuity or an offer of employment to any employee or former employee in connection with the execution of this contract.

It shall be a breach of contract for any government employee to solicit, demand, accept, or agree to accept from the Lessor, a gratuity, or an offer of employment in connection with the execution of this contract.

IX. RIGHT TO AUDIT

The Lessor and sublessor or grantee and sub-grantee at all levels shall provide the Public Auditor of the commonwealth of the Northern Mariana Islands with access to and the right to examine and copy any records, data or papers relevant to this contract or grant until three (3) years have passed since the final payment pursuant to this contract or grant.

X. KICKBACKS PROHIBITED

It shall be a breach of contract for any payment, gratuity or offer of employment to be made by or on behalf of a sublessor under contract to the prime Lessor or higher tier sublessor or any person associated therewith as an inducement for the award of a subcontract or order.

XI. CONTINGENT FEES

The Lessor hereby represents that it has not retained any person to solicit or secure government contracts upon an agreement or understanding for a commission percentage, brokerage or contingent fee except for the retention of a bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

XII. TERMINATION FOR DEFAULT

1. If the Lessor refuses or fails to deliver the goods or services as required or fails to deliver the goods or services within the time period specified by this contract, then the Commonwealth may terminate this contract by providing written notice of termination to the Lessor. If the Commonwealth terminates this contract for default, then the Lessor will be liable for damages. In the alternative, the Commonwealth may insist upon the performance of this contract and the payment of damages for its delay. Failure to deliver the goods or services as required and within the time limits provided by this contract may subject the Lessor to suspension, disbarment, or any other remedy provided by law.

2. The Commonwealth will not terminate the contract for failure to deliver the goods or services within the specified time if the failure is caused by an act of God, acts of the public enemy, acts of the Commonwealth, fires, floods, epidemics, or unusually severe weather.
3. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

XIII. TERMINATION FOR CONVENIENCE

1. The Commonwealth may, when its interests so require, terminate this contract in whole or in part for the convenience of the Commonwealth. The Commonwealth will give written notice of the termination to the Lessor if the contract is terminated for the convenience of the Commonwealth.
2. If the contract is terminated, then the Lessor will not incur any further obligation in connection with the terminated contract. The Lessor will work to terminate outstanding orders and subcontracts as they relate to the terminated contract and will settle the liabilities and claims arising out of the termination. The Lessor will limit and mitigate its damages as much as possible.
3. If the contract is terminated for convenience, then the parties may enter into a settlement regarding the payment due under this contract. Otherwise, the amounts due under the contract will be as follows, provided that the Commonwealth may not be held liable for more than the amount to be paid under this contract:
 - a) Costs incurred in preparing to perform and performing the terminated contract.
 - b) Costs of settling and paying claims arising out of termination of subcontracts.
 - c) The reasonable settlement costs of the Lessor.

XIV. ASSURANCES

The Lessor, by signing the contract, affirms that this contract is in compliance with the following federal laws and regulations:

1. Equal Employment Opportunity. For all Contracts that qualify as “federally assisted construction contracts” as defined in 41 CFR Part 60–1.3, Lessor agrees to comply with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
2. Additional Equal Employment Opportunity Clause. The Lessor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Lessor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

3. Davis Bacon Act, as amended (40 U.S.C. 3141—3148). If the Contract is in excess of \$2000 and pertains to construction or repair, and further, if required by Federal program legislation, Lessor shall comply with the Davis-Bacon Act (40 U.S.C. 3141—3148) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, the Lessor is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, the Lessor shall be required to pay wages not less than once a week.
4. Copeland “Anti-Kickback” Act (40 U.S.C. 3145) – If the Order is in excess of \$2000 and pertains to construction or repair, Lessor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, “Lessors and Sublessors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides in part that Lessor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which it is otherwise entitled.
5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) – If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Lessor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, Lessor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement – If the Contract is for the performance of experimental, developmental, or research work, Lessor shall provide for the rights of the Federal Government and the Commonwealth in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251—1387), as amended – If the Contract is in excess of \$150,000 Lessor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251—1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Energy Policy and Conservation Act (42 U.S.C. 6201) – Lessor agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – If the Contract is for \$100,000 or more, Lessor and its sublessor shall file the certification required by this statute and associated regulations. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Commonwealth.
10. Debarment and Suspension (E.O.s 12549 and 12689) – Lessor represents and warrants that it is not listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM) in accordance with OMB guidelines at 2 CFR 180 that implement E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Lessors declared ineligible under statutory or regulatory authority other than E.O. 12549.
11. The Lessor certifies compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In particular, the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.
12. If applicable, the Lessor certifies compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act by procuring solid waste management services in a manner that maximizes energy and resource recovery.
13. If the contracting agency is an EPA financial assistance agreement recipient, then the contract agrees that it shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Lessor further agrees that it shall carry out the applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Lessor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies. The Lessor understands that it bears the final responsibility for determining whether the contracting agency is an EPA financial assistance agreement recipient.

END OF DOCUMENT

EXHIBIT D - HUD GENERAL PROVISIONS

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development ("HUD"). In addition, Contractor/Subcontractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>.

1. **Provisions Required by Law Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

2. **Statutory and Regulatory Compliance**

Contractor/Subcontractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2019 (Pub. L. 116.20) including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

3. **Breach of Contract Terms**

THE NORTHERN MARIANAS HOUSING CORPORATION reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. **Reporting Requirements**

The Contractor/Subcontractor shall complete and submit all reports, in such form and according to such schedule, as may be required by THE NORTHERN MARIANAS HOUSING CORPORATION. The Contractor/Subcontractor shall cooperate with all THE NORTHERN MARIANAS HOUSING CORPORATION efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. 85.40-41 (or 84.50-52, if applicable) and 570.507.

5. **Access to Records**

The State, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subcontractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

6. **Maintenance/Retention of Record***

All records connected with this contract will be maintained in a central location and will be maintained for a period of at least 3 years following the date of final payment and close-out of all pending matters related to this contract.

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7. Small and Minority Firms. Women's Business Enterprises' and Labor Surplus Area Firms
The Contractor/Subcontractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible.

Steps include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

8. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

9. Energy Efficiency

The Contractor/Subcontractor shall comply with mandatory standards and policies relating to energy efficiency issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

10. Title VI of the Civil Rights Act of 1964

The Contractor/Subcontractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. Section 109 of the Housing and Community Development Act of 1974

The Contractor/Subcontractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

12. Section 504 of the Rehabilitation Act of 1973

The Contractor/Subcontractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 94), as amended, and any applicable regulations.

The Contractor/Subcontractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be

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subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

13. Age Discrimination Act of 1975

The Contractor/Subcontractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

14. Debarment, Suspension, and Ineligibility

The Contractor/Subcontractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. part 2424.

15. Conflicts of Interest

The Contractor/Subcontractor shall notify THE NORTHERN MARIANAS HOUSING CORPORATION as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. 85.36 (or 84.42, if applicable)). The Contractor/Subcontractor shall explain the actual or potential conflict in writing in sufficient detail so that the State is able to assess such actual or potential conflict. The Contractor/Subcontractor shall provide THE NORTHERN MARIANAS HOUSING CORPORATION any additional information necessary for THE NORTHERN MARIANAS HOUSING CORPORATION to fully assess and address such actual or potential conflict of interest. The Contractor/Subcontractor shall accept any reasonable conflict mitigation strategy employed by THE NORTHERN MARIANAS HOUSING CORPORATION, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

16. Subcontracting

When subcontracting, the Contractor/Subcontractor shall solicit for and contract with such Contractor/subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

The Contractor/Subcontractor represents to THE NORTHERN MARIANAS HOUSING CORPORATION that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

The Contractor will include these HUD General Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

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17. Assignability

The Contractor/Subcontractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of THE NORTHERN MARIANAS HOUSING CORPORATION.

18. Indemnification

The Contractor/Subcontractor shall indemnify, defend, and hold harmless THE NORTHERN MARIANAS HOUSING CORPORATION and its agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor/Subcontractor in the performance of the services called for in this contract.

19. Copeland "Anti-Kickback" Act (Applicable to all construction or repair contracts)

Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

20. Contract Work Hours and Safety Standards Act

(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers)

The Contractor/Subcontractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

21. Davis-Bacon Act

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)

The Contractor/Subcontractor shall comply with the Davis Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

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22. Termination for Cause (Applicable to contracts exceeding \$10,000)

If, through any cause, the Contractor/Subcontractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor/Subcontractor shall violate any of the covenants, agreements, or stipulations of this contract, THE NORTHERN MARIANAS HOUSING CORPORATION shall thereupon have the right to terminate this contract by giving written notice to the Contractor/Subcontractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor/Subcontractor under this contract shall, at the option of THE NORTHERN MARIANAS HOUSING CORPORATION, become THE NORTHERN MARIANAS HOUSING CORPORATION'S property and the Contractor/Subcontractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor/Subcontractor shall not be relieved of liability to THE NORTHERN MARIANAS HOUSING CORPORATION for damages sustained by THE NORTHERN MARIANAS HOUSING CORPORATION by virtue of any breach of the contract by the Contractor/Subcontractor, and THE NORTHERN MARIANAS HOUSING CORPORATION may withhold any payments to the Contractor/Subcontractor for the purpose of set-off until such time as the exact amount of damages due to THE NORTHERN MARIANAS HOUSING CORPORATION from the Subcontractor is determined.

23. Termination for Convenience

1. The NMHC may, when its interests so require, terminate this contract in whole or in part for the convenience of the NMHC. The NMHC will give written notice of the termination to the Contractor if the contract is terminated for the convenience of the NMHC.
2. If the contract is terminated, then the Contractor will not incur any further obligation in connection with the terminated contract. The Contractor will work to terminate outstanding orders and subcontracts as they relate to the terminated contract and will settle the liabilities and claims arising out of the termination. The Contractor will limit and mitigate its damages as much as possible.
3. If the contract is terminated for the convenience, then the parties may enter into a settlement regarding the payment due under this contract. Otherwise, the amounts due under the contract will be as follows, provided that the NMHC may not be held liable for more than the amount to be paid under this contract:
 - a) Costs incurred in preparing to perform and performing the terminated contract.
 - b) Cost of settling and paying claims arising out of termination of subcontracts.
 - c) The reasonable settlement cost of the Contractor.

24. Section 503 of the Rehabilitation Act of 1973 (Applicable to contracts exceeding \$10,000)
The Contractor/Subcontractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. 793), as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities

- a. The Contractor/Subcontractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor/Subcontractor agrees to

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take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
 - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - iii. Rates of pay or any other form of compensation and changes in compensation;
 - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - v. Leaves of absence, sick leave, or any other leave;
 - vi. Fringe benefits available by virtue of employment, whether or not administered by the Subcontractor;
 - vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - viii. Activities sponsored by the contractor including social or recreational programs; and
 - ix. Any other term, condition, or privilege of employment.
- b. The Contractor/Subcontractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - c. In the event of the Contractor/Subcontractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - d. The Contractor/Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's/Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor/Subcontractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor/Subcontractor may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).
 - e. The Contractor/Subcontractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor/Subcontractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
 - f. The Contractor/Subcontractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25. EXECUTIVE ORDER 11246

(Applicable to construction contracts and subcontracts exceeding \$10,000)

The Contractor/Subcontractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

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During the performance of this contract, the Contractor/Subcontractor agrees as follows:

- A. The Contractor/Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor/Subcontractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor/Subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor/Subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The Contractor/Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- D. The Contractor/Subcontractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor/Subcontractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- F. The Contractor/Subcontractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- G. In the event of the Contractor's/Subcontractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor/Subcontractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- H. Contractor/Subcontractor shall incorporate the provisions of A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such contractor/subcontractor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor/Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

26. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$ 10,000)

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The Contractor/Subcontractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained.

The Contractor/Subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the non "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

27. Certification of Compliance with Clean Air and Water Acts (Applicable to contracts exceeding \$ 100,000)

The Contractor and all its subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. §1368) and Executive Order 11738. In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- B. Agreement by the Subcontractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

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28. Lobbying (Applicable to contracts exceeding \$100,000)

The Contractor/Subcontractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor/Subcontractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor/Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

29. Bonding Requirements

(Applicable to construction and facility improvement contracts exceeding \$ 100,000)

The Contractor/Subcontractor shall comply with THE NORTHERN MARIANAS HOUSING CORPORATION bonding requirements, unless they have not been approved by HUD, in which case the Contractor/Subcontractor shall comply with the following minimum bonding requirements:

- (1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- (2) A performance bond on the part of the Contractor/Subcontractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's/Subcontractor's obligations under such contract. (3) A payment bond on the part of the Contractor/Subcontractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

30. Section 3 of the Housing and Urban Development Act of 1968 (As required by applicable thresholds)

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent

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feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor/Subcontractor agrees to send to each labor organization or representative of workers with which the Contractor/Subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- E. The Contractor/Subcontractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the contractor/subcontractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor/Subcontractor's obligations under 24 C.F.R. part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible:
 - (i) preference and opportunities for training and employment shall be given to Indians, and
 - (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

31. Fair Housing Act

Contractor/Subcontractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds. Please visit <http://portal.hud.gov/hudportal/documents/huddoc?id=DOC11868.pdf> for more information.

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32. Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act of 2006 (FFATA), as amended, was signed with the intent of reducing wasteful government spending and providing citizens with the ability to hold the government accountable for spending decisions. 2 C.F.R. SS Part 170 outlines the requirements of recipients in reporting information on subawards and executive total compensation under FFATA legislation. Any non-Federal entity that receives or administers Federal financial assistance in the form of: grants, loans, loan guarantees, subsidies, insurance, food commodities, direct appropriations, assessed and voluntary contributions; and/or other financial assistance transactions that authorize the non-Federal entities' expenditure of Federal fund, is subject to these requirements.

Prime contract awardees and prime grant awardees are required to report against subcontracts and subgrants awarded in the FFATA Subaward Reporting System (FSRS), the reporting tool for Federal prime awardees. This information reported will then be displayed on a public and searchable website: www.USASpending.gov.

33. Procurement

The Uniform Guidance procurement requirements (2 C.F.R. Part 200, Subpart D) went into effect on July 1, 2018. These requirements are applicable to CDBG-MIT funded projects, or as provided by 83 Federal Register 5844 VI A(1)(b)(2) permits a state grantee to elect to follow its own procurement policy. These policies and procedures ensure that Federal dollars are spent fairly and encourage open competition at the best level of service and price.

34. Change Orders to Contracts

Change orders are issued when the initial agreed upon pricing or work to be completed requires modification. First, the contractor must complete a Change Order Request Form. This form and supporting documentation must be delivered to the Project Manager for review. Each change order must have a cost analysis. Once the Project Manager approves the change order, it is returned to the contractor for execution. Change orders are only invoiced on the final draw and categorized as "change order." The amount listed on the invoice must match the previously approved amount and must be cost reasonable. The Project Manager is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order.

35. Environmental Review

Every project undertaken with Federal funds, and all activities related to that project, is subject to the provisions of the National Environmental Policy Act of 1969 (NEPA), as well as to the HUD environmental review regulations at 24 C.F.R. Part 58- ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES. The primary purpose of this Act is to protect and enhance the quality of our natural environment. The HUD environmental review process must be completed before any Federal funds can be accessed for program-eligible activities.

The primary objectives of the HUD environmental review are to identify specific environmental factors that may be encountered at potential project sites, and to develop procedures to ensure compliance with regulations pertaining to these factors. The HUD environmental review is designed to produce program specific environmental review procedures in a program that can vary greatly in terms of scope of work.

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36. Lead Based Paint

All housing units assisted using CDBG-MIT funds must comply with the regulations regarding lead-based paint found at 24 C.F.R. Part 35- LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES.

37. Environmental Review Record

The Environmental Officer is responsible for maintaining a written record of the environmental review process. The ERR for all programs contains all the governmental review documents, public notices and written determinations or environmental findings required by 24 C.F.R. Part 58- ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES as evidence of review, decision making and actions pertaining to a project of a recipient.

38. Flood Insurance Requirements

Grantees and subrecipients of Federal funding must ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. 570.605-NATIONAL FLOOD INSURANCE PROGRAM and 24 C.F.R. 570.202-ELIGIBLE REHABILITATION AND PRESERVATION ACTIVITIES.

39. Duplication of Benefits

CDBG-MIT funding intends to address the unmet needs of a community. The funds are supplemental to primary forms of assistance, including private insurance and FEMA funds. To avoid duplicative assistance and potential de-obligation of funding, Subrecipient must utilize all possible funding sources before applying CDBG-MIT dollars to a project. CDBG-MIT programs are typically implemented after temporary disaster assistance programs, such as FEMA Individual Assistance which are not intended to make someone whole. The Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended, 42 U.S.C. 55121 et seq., established the requirements for Duplication of Benefits (DOB) analysis.

40. Anti-Fraud, Waste and Abuse Checks

The Anti-Fraud, Waste and Abuse (AFWA) check is designed to identify discrepancies and risk relevant issues in Applicant-provided information that may be indicative of fraud, waste, and/or abuse.

41. Affirmatively Furthering Fair Housing

The Fair Housing Act of 1968, as amended, 42 U.S.C. 3601, et seq., dictates that grantees are required to administer all programs and activities related to housing and urban development in a manner to affirmatively further the policies of the Fair Housing Act. Per the regulations of 24 C.F.R.

§ 570.601 and in accordance with Section of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. 55301 et seq., for each community receiving a grant under Subpart D of this part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to take meaningful actions to further the goals identified in the grantee's Assessment of Fair Housing (AFH) plan, conducted in accordance with the requirements of 24 C.F.R. §5.150-5.180 (Affirmatively Furthering Fair Housing) and take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

42. Drug Free Workplace

The Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. 581, as implemented by 24 C.F.R.

§ Part 24 Subpart F, § 983.251-983.262, requires that any grantee other than an individual must certify that it will provide a drug-free workplace. Any grantee found in violation of the requirements

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of this act may be subject to suspension of payments under the grant, suspension or termination of the grant or suspension or debarment of the grantee.

43. Timely Distribution of Funds

The Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, requires that funds provided under the Act be expended within Two (2) years of the date that HUD obligates funds to a grantee unless otherwise authorized via waiver of this requirement by the Office of Management and Budget (OMB). The OMB waived the two (2) year expenditure requirement under 83 FR 40314; however, the provision to expend one hundred percent (100%) of the total allocation of CDBG-MIT funds on eligible activities within six (6) years of HUD's initial obligation of funds remains in effect. The six (6) year expenditure period commences with the initial obligation of funds provided under 83 FR 5844.

Additionally, per 83 FR 5844, the provisions at 24 C.F.R. 570.494 and 24 C.F.R. 570.902, regarding timely distribution and expenditure of funds, are waived and an alternative requirement was established.

Furthermore, consistent with 31 U.S.C § 51555 and OMB Circular No. A—11 (2017), if the Secretary of HUD or the President of the United States determines that the purposes for which the appropriation was made have been carried out and no disbursement has been made against the appropriation for two (2) consecutive fiscal years, any remaining unobligated balance shall be canceled and will be made unavailable for obligation or expenditure for any purpose.

44. Property Management and Distribution

Regulations governing property management and distribution of real property, equipment, financial obligations and return of un-obligated cash post program closeout can be found in 24 C.F.R. §570.506, 2 C.F.R. § 200.310, 2 C.F.R. § 200.343 and 2 C.F.R. §200.344(b). The standards of 24 C.F.R. 570.506 apply to any real property under a CDBG award recipient's control acquired in whole or in part with CDBG funds in excess of \$25,000.00. The recipient may not change the use or planned use of the property without proper notification to affected citizens and allowable time for comment by them. If the property is not a building for general government conduct, the use of the property may be changed with citizen approval if it either meets one of the national objectives as defined in 24 C.F.R. § 570.208 or if not, the recipient may either retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property. Following such reimbursement, the property will no longer be subject to any CDBG requirements.

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APPENDIX - SCHEDULE OF ACTIVITIES AND COST/FEE

Name of Consultant	Date of Proposal		
Street Address	Federal ID Number		
City, State, Zip	Total Price \$		
<p>A. <u>Direct Labor</u> (specify personnel by name)</p> <p>Attach a copy of the scope of services identified in the contract. Each task identified in the scope of services should be assigned an estimated amount of time for completion. The total amount of time identified on the scope of services should correspond to the estimate in this section.</p>			
Personnel Name	Est. No. of Days	Daily Rate	Est. Cost
1.			
2.			
3.			
4.			
5. Total Direct Labor			
	<u>Rate</u>	<u>Base</u>	<u>Est. Cost</u>
B. <u>Overhead/indirect Costs</u>			
C. Other Direct Costs			
Transportation	Est. # of site visits	Rate	Est. Cost
Per Diem	Est. No. of Days	Daily Rate	Est. Cost
Reproduction	Est. No. of Pages	Page Rate	Est. Cost
Other (specify)			
1.			
2.			
3.			
4.			
5. Total Other Direct Costs			
D. <u>Subcontracts</u>			
Name subcontractor(s)	Est. No. of Days	Daily Rate	Est. Cost
1.			
2.			
3. Total Subcontractor Costs			
Total Estimated Costs (Line A5+B+C5+D3)			
Profit			
TOTAL PRICE			

APPENDIX - QUALIFICATION AND EXPERIENCE QUESTIONNAIRE

PART 1 – GENERAL

The following information and completed forms are required by the Northern Marianas Housing Corporation (NMHC) and failure to provide the data in this section, will subject bidder to disqualification.

1.1 DESCRIPTION

- A. Information submitted will be used by the NMHC to determine the competency and ability of the Contractor to perform the scheduled work in a manner deemed satisfactory to the Owner. The NMHC decision shall be final.
- B. The Contractor shall include with this section most recent audited financial statements for a 5-year period (either SEC filings or Certified Annual Financial Reports). Complete balance sheets and income statements must be included. (This information must be submitted back in a sealed envelope labeled "Financials" with your company name).
- C. The Contractor shall certify, by attaching his signature, that all information contained herein is complete and all statements and answers are accurate and true. Providing misinformation, incomplete information, inaccurate information, or failure to certify the information, will subject bidder to disqualification.

1.2 GENERAL INFORMATION

1.2. General Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(XXX) XXX-XXXX

(XXX) XXX-XXXX

Phone number

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

APPENDIX - ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

The NMHC is respectfully requesting information to ensure that any actual or potential Conflicts of Interest (COIs) are properly recorded, reviewed and addressed in a manner as deemed appropriate by the NMHC. It is our goal to protect the integrity of the procurement process and to ensure that no unfair competitive advantages exist or existed during any stage of the process. The NMHC, in its sole discretion, will take the steps required to neutralize, mitigate or to perform any other action to resolve any potential or actual conflict of interest if discovered during this discovery phase.

Some examples of COIs in an organization may include, but are not limited to the following:

- Unfair Advantage: Assisting or preparing the organization in crafting written specifications, scopes of work or statements of qualifications and subsequently responding to the solicitation.
- Potentially biased or impaired objectivity: Assisting the organization with evaluating or assessing the performance of products or services of other potential bidders and also submitting a response to the solicitation.
- Unequal access to information not shared with other potential bidders or respondents: Gaining access or pre-solicitation access to non-public information prior to official release (i.e., budget/funding information, procurement information, proposed evaluation criteria, prior award info obtained from the organization through non-FOIA means, etc.).

I, _____ (Proposer/Consultant), on behalf of myself and my company, and my subcontractors, if applicable, certify the following, under penalty of perjury, that to the best of my knowledge and belief:

1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Proposer in response to this Solicitation, and
2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Proposer and Proposer's company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the Northern Marianas Housing Corporation vendor database. It may further result in termination of any contractual relationship with the Northern Marianas Housing Corporation and may be grounds for disciplinary action, up to and including department by the NMHC, fines, penalties, imprisonment, or civil suit to be brought against Proposer or Proposer's company.
 - a That to my knowledge, no employee or official of the NMHC, nor any public agency or official affected by this Solicitation or the Agreement to be signed if I am the successful Proposer, has any pecuniary interest in the business of the Proposer's company or Proposer's Subcontractor(s), nor does Proposer or Proposer's Subcontractors have any interest that would conflict in any manner or degree with the performance related to this Solicitation or Agreement.
3. I warrant that I and my Subcontractor(s), if any, have not employed or retained any company or person other than a bona fide employee working solely for the Proposer's company or Subcontractor(s) in order to solicit or secure an agreement with the Northern Marianas Housing Corporation, as related to this

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Solicitation or any resulting Agreement, and that I and my Subcontractor(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Proposer's company or Proposer's Subcontractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of any Agreement.

4. I warrant and represent that my offer identifies and explains below any unfair competitive advantage I or my company or Subcontractors may have in competing for the Agreement to result from this Solicitation and any actual or potential conflicts of interest that may arise from my participation in this Solicitation or my receipt of an award. I acknowledge that the NMHC intends by this statement to identify any and all potential conflicts of interest and unfair competitive advantages held by any Proposer, to prevent the existence of conflicting roles that might bias a consultant's judgment, and prevent one Proposer or company from having an unfair competitive advantage over other Proposers. The NMHC, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage exists, after a review of the relevant facts. I acknowledge and understand that if I or my company has an unfair competitive advantage or a conflict of interest; the NMHC may withhold the award of this Agreement. Before withholding award on these grounds, a Proposer will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

5. I have complied with the following:

"No questions (including Compliance Program related questions) may be directed to or contacts made with the Corporate Director, other members of NMHC or other NMHC staff not identified in this solicitation as points of contacts during the period of time that this solicitation is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the contractor and/or consulting firm from further consideration by the Procurement Officer for this solicitation."

6. List any Actual or Potential Conflicts of Interest below or check the box below to certify that none exists. Failure to fully disclose information may result in penalties and/or sanctions as outlined in #2 above. Please check only one box below.

- ☐ No known actual or potential Conflicts of Interest are subject to disclosure.
☐ All identified actual or potential Conflicts of Interest and/or Unfair Competitive advantage(s) are stated below and submitted for further review by the Northern Marianas Housing Corporation.

7. I warrant that should I become aware of an actual or potential conflict of interest involving my company or Subcontractors, if any, in performing the services under the Agreement or responding to this Solicitation, I will notify the NMHC immediately. I also warrant that should I become aware of any competitive advantage that my company or Subcontractors have in responding to this Solicitation or providing services under an Agreement related to this Solicitation, I will immediately notify the NMHC of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the NMHC of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement for this procurement.

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8. By signing this statement, I certify for myself and on behalf of my company and any of my Subcontractors that I have and will comply with, and have not, and will not, induce a person to violate 1 CMC Section 2304 (Ethics Act). I acknowledge and understand that the NMHC may rescind any Agreement and recover all amounts expended as a result of any action taken in violation of this provision.

9. Has anyone in your company been privy to any information regarding the **NMHC RFP 2021-016** solicitation prior to August 2, 2021? If so, please explain.

10. Prior to the solicitation release date on has anyone in your company attended any meetings, either internally or externally, where the above referenced solicitation was discussed either in whole or in part?

Company Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Subscribed and sworn to before me

This ____ day of ____ 20____.

(Notary Public)

My commission expires _____.

APPENDIX - PRIME BUSINESS INFORMATION STATEMENT

Note: Form to be completed by the PRIME Vendor, Contractor or Consultant Only and submitted with your bid, proposal or response.

Offeror/Respondent's Business Name: _____

Headquarters Address: _____

Local Office Address, _____

(if applicable): _____

Phone No.: _____ Fax No.: _____

Email address: _____

Tax ID No. (Soc. Sec. No., if Sole Proprietor): _____

DUNS Number: _____

Select One: ☐ Corporation ☐ Sole Proprietor ☐ Partnership ☐ LLC

Have you (as a Sole Proprietor), your business or anyone on the proposed team proposing on this project, ever been debarred or suspended? ☐ Yes ☐ No

Are you (as a Sole Proprietor), your business or anyone on the proposed team proposing currently involved in any litigation with the NMHC? ☐ Yes ☐ No

On a separate sheet or letter, please provide an explanation for any/a "Yes" responses.

***Note: Failure to fully disclose this information automatically deem the Bidder/Offeror/Respondent non-responsive. All "Yes" responses are subject to further review by the NMHC and may result in your bids/response being deemed non-responsive or bidder/Offeror deemed non-responsive.**

Business Contact Person to respond authoritatively to any questions about this statement:

Name/Title: _____

Phone Number: _____

List all Subcontractors submitted for consideration/approval if PRIME is awarded the contract. Please include their business name, address and Tax Identification No(s). Use additional sheet, if necessary.

Form Completed by: _____

Print Name & Title

Authorized Signature

Date

APPENDIX - BUSINESS INFORMATION RECORD FOR SUBCONSULTANT/SUBCONTRACTORS

The Proposer shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. for this Project. The list shall be submitted in the format provided below. Any proposed changes from the list shall be submitted in writing to the Owner prior to initiation of any action, with the reason for proposed changes.

MUST BE TYPED AND REFLECT ONLY THOSE PROVIDING A SERVICE "NO LINE STRIKE THROUGH"

Business Name (as shown on W9 or SAM.gov) /DUNS # & CAGE #(If Applicable)	Northern Marianas Housing Corporation Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ value)	Percentage of Total Contract

Subconsultant below.

1) Subcontractors Company information (Primary/Main office location)

Company Name	
Physical Address	
Mailing Address	
City/State ZipCode+4	
Phone number	Fax number
Primary Contact Name	Secondary Contact Name
Primary Contact Email Address	Secondary Contact Email Address
Federal ID #	Vendor

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2) Subcontractors Company information (Primary/Main office location)

Company Name	
Physical Address	
Mailing Address	
City/State ZipCode+4	
Phone number	Fax number
Primary Contact Name	Secondary Contact Name
Primary Contact Email Address	Secondary Contact Email Address
Federal ID #	Vendor

3) Subcontractors Company information (Primary/Main office location)

Company Name	
Physical Address	
Mailing Address	
City/State ZipCode+4	
Phone number	Fax number
Primary Contact Name	Secondary Contact Name
Primary Contact Email Address	Secondary Contact Email Address
Federal ID #	Vendor

4) Subcontractors Company information (Primary/Main office location)

Company Name	
Physical Address	
Mailing Address	
City/State ZipCode+4	
Phone number	Fax number
Primary Contact Name	Secondary Contact Name
Primary Contact Email Address	Secondary Contact Email Address
Federal ID #	Vendor

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5) Subcontractors Company information (Primary/Main office location)

Company Name	
Physical Address	
Mailing Address	
City/State ZipCode+4	
Phone number	Fax number
Primary Contact Name	Secondary Contact Name
Primary Contact Email Address	Secondary Contact Email Address
Federal ID #	Vendor

6) Subcontractors Company information (Primary/Main office location)

Company Name	
Physical Address	
Mailing Address	
City/State ZipCode+4	
Phone number	Fax number
Primary Contact Name	Secondary Contact Name
Primary Contact Email Address	Secondary Contact Email Address
Federal ID #	Vendor

APPENDIX - NON-COLLUSION AFFIDAVIT

Project: _____

Commonwealth of the Northern Mariana Islands

NORTHERN MARIANAS HOUSING CORPORATION)
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS) ss

SAIPAN, MARIANA ISLANDS

_____ being first duly sworn, deposes and says:
(Name)

That he/she is _____ (A partner or officer in the firm of, etc.) of the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiance or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure advantage against the Northern Marianas Housing Corporation (NMHC) or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of

Subscribed and sworn to before me this _____ day of _____, 20 _____.

Seal of Notary Public

My Commission expires on _____ 20 _____.

Northern Marianas Housing Corporation

DEBARMENT CERTIFICATION FORM

Certification Regarding Debarment, Suspension and Ineligibility

1. The respondent certifies, by submission of this RFP Response, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal or local programs in the Territory or any Federal department or agency.
2. The respondent will provide immediate written notice to whom this Certification is submitted if at any time the Proposer learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The Respondent shall not knowingly enter any agreement/subcontractor relationship lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this procurement, unless authorized by the department or agency with which this procurement originated.
4. Where the respondent is unable to certify to any of the statements in this certification, such respondent shall attach an explanation to this RFP Response.

Name and Title of Authorized Representative:

Signature

Date

Exhibit A — Scope of Services

1.0 SCOPE OF SERVICES

The selected firm must have or hire individuals or firms with the qualifications, knowledge, skills and abilities for their assigned tasks, and/or have a qualified plan to train staff as necessary with the requisite skills and proficiencies.

Work to be performed by the selected Consultant(s) include, but may not be limited to:

DEVELOPMENT PHASE:

- Developing a Hazard Mitigation Action Plan in accordance with the HUD Federal Register Notice for CDBG-MIT;
- Reviewing, analyzing and summarizing data about previous occurrences and probability of natural hazards faced by the NMHC, including identifying community assets at risk (including citizens, economy, structures, critical facilities, infrastructure and the natural environment);
- Guiding the NMHC in the planning process of gathering the necessary information from local governmental agencies and non-governmental agencies;
- Engaging with agencies and organizations, within and outside the NMHC government structure for data collection and reviewing information on the NMHC hazard mitigation capabilities;
- Engaging with community members and providing public forums as needed for input on drafted plans;
- Developing projects/activities with a strategy of reducing risks to life and property and provide greater sustainability against future disasters;
- Linking the hazard mitigation and disaster recovery strategy to mitigation action implementation with the proposed grant funding in an Action Plan to be evaluated and used by the U.S. Department of Housing and Urban Development;

CONSULTANT RESPONSIBILITIES

During the contract period, the consultant will be responsible for:

- Providing services to the NMHC including but not limited to NMHC departments, NMHC partner agencies and NMHC component units;
- Conducting analysis and review in a professional manner;
- Performing all tasks on time based on an agreed upon schedule;
- Providing quality assurance in strict accordance with all industry standards;
- Submitting invoices reflecting staff name, task performed, hours, etc. in a timely manner along with all supporting documentation required; and
- Providing all information and collected data to NMHC staff for its records.

NMHC RESPONSIBILITIES

During the contract period, the NMHC will be responsible for:

- Assisting with coordinating meetings with the respective government and nongovernmental entities;
- Working with consultant to define the Hazard Mitigation and Disaster Recovery Plan and resulting Action Plan; and
- Working with consultant to provide information/data needed to establish projects and update the CDBG-MIT Action Plan.

KEY DELIVERABLES

DEVELOPMENT STAGE DELIVERABLES

- **Mitigation Needs Assessment:** Provide a template for the assessment and perform the assessments along with NMHC staff to identify the hazards, vulnerability, and goals to be incorporated into the action plan.
- **CDBG-MIT Hazard Mitigation Action Plan:** Assist the NMHC in the development of an approved plan that will identify the actions, projects, policies and procedures. THE CDBG-MIT ACTION PLAN MUST BE SUBMITTED TO HUD BY January 6, 2022, per HUD's approval of NMHC's extension on the submission deadline as prescribed by the CDBG-MIT published federal notice. Additionally, the plan must also address the method and scheduling of monitoring, evaluating, and updating the mitigation plan within 12 years. The Action Plan is required to meet all the expenditure and compliance deadlines within the applicable Federal Notices;
- **Citizen Participation Plan:** Update citizen participation plan to include specific outreach actions designed to mitigate risks arising from public pressure and a lack of broad community input in the identification of mitigation needs within 120 days of execution of the grant agreement;
- Assist the NMHC in developing and/or updating policies and procedures for applicable projects, programs, etc.;
- Develop and keep records of any assumptions used to develop the Action Plan, and any amendments;
- **Amendments:** Assist the NMHC in the development of subsequent amendments to the approved CDBG-MIT Action Plan;
- **Capabilities Assessment:** Document existing authorities, policies, programs, and resources related to hazard mitigation, and its ability to expand on and improve these existing tools.
- **Project Schedule:** Include a detailed preliminary design schedule incorporating all anticipated milestone dates, meetings, and document review periods;
- **Subcontractor Plan:** Provide a report within fifteen (15) business days after contract execution that identifies the consultant's compliance with M/WBE. List proposed subcontractors; describe their experience, and their qualifications as well as specific involvement in this Program;
- **Progress Report:** Prepare weekly project status reports to include a narrative description of the progress of work and major tasks completed, budget status, schedule overview, and significant issues with recommendations on any unresolved matters;
- Assist NMHC staff with holding public meetings to engage the public for input on the CDBG-MIT action plan in addition to documenting the feedback. These meetings shall include but are not limited to conducting at least two public hearings in the HUD-identified MID areas to obtain citizens' views and to respond to questions per FRN-6109-N-02; and
- Consultant shall also fulfill any additional tasks to assist the NMHC in successfully completing all of the requirements included in the current or future federal register notices.

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IMPLEMENTATION STAGE DELIVERABLES

- Assist with applicable policies and procedures for the programs identified in the plan, as needed;
- Assist with development of projects and agreements as needed;
- Provide technical assistance to staff and sub recipients for compliance on programs and projects identified, as needed; and
- Provide recommendations on best practices for plan implementation, as needed.