



NORTHERN MARIANAS HOUSING CORPORATION

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

Email: nmhc@nmhc.gov.mp

Website: <http://www.nmhc.gov.net>

Tels: (670) 234-9447

234-6866

Fax: (670) 234-9021

03/03/2020

Mr. Rick Faircloth
Vice President
APTDM Environmental & Infrastructure, LLC
4171 Essen Lane
Baton Rouge, Louisiana 70809
Tel: (222)987-7323/ Fax: (225)987-8431

RE: Notice To Proceed
Contract No.: NMHC 2020-003
Community Development Block Grant – Disaster Recovery (CDBG-DR) Program
Consulting Services


Dear Mr. Faircloth:

We are pleased to inform you that the contract processing is complete. This letter is our formal notice to proceed to commence the CDBG-DR Consulting Services. As per our contract with your company, the contract shall be in effect for a period of one (1) year. Our agency anticipates your company to abide by all CDBG-DR program requirements, guidelines, and Federal Registers from the U.S. Department of Housing and Urban Development (HUD).

Your company shall submit an invoice to our agency to include a detailed description of actual work done and hours spent on all tasks.

If you may have any questions or concerns, please feel free to contact Mr. Jacob Muna at the numbers listed above or you may email him at jmunas@nmhc.gov.mp.

Sincerely,



Jesse S. Palacios
Corporate Director



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APTIM Environmental & Infrastructure, LLC
4171 Essen Lane
Baton Rouge, Louisiana 70809
Tel: (222)987-7323/ Fax: (225)987-8431

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Your company shall submit an invoice to our agency to include a detailed description of actual work done and hours spent on all tasks.

If you may have any questions or concerns, please feel free to contact Mr. Jacob Muna at the numbers listed above or you may email him at jjmuna@nmhc.gov.mp.

Sincerely,



Jesse S. Palacios
Corporate Director



Department of Finance
Division of Procurement and Supply

P.O. Box 510008 CK Saipan, MP 96950

Tel.: (670) 864-1500

Fax: (670) 864-1515



MEMORANDUM

TO : NMHC Board of Director Chairman

FROM : Acting Director Procurement & Supply
(Contract Section)

SUBJECT : Completion of Contract Processing

Pursuant to NMIAC Section 70-30.3-115 (g) (1) of the CNMI Procurement Regulations, this is to inform you that processing of the attached contract no. NMHC-2020-003 for **Community Development Block Grant-Disaster Recovery Program Consulting Services vs. APTIM Environmental & Infrastructure LLC.**, is complete. You may proceed with contract implementation according to the terms contained therein. Please provide this office a copy of a "NOTICE TO PROCEED".


Francisco C. Aguon

Attachment:

Cc: Contract File (With Attachment)
Vendor (With Attachment)

02/26/2020
Date

Acknowledgement Copy: Original Contract, Department and Vendor's Copy

Received By: NMHC
Department

Jaime / JN
Print Name & Signed

2/26/2020
Date

ROUTING SLIP

002610

**NOTE: CONTRACTS TO BE RELEASED TO AUTHORIZED PERSONNEL
DESIGNATED BY PROCUREMENT AND SUPPLY.**

ROUTE	DEPARTMENT/OFFICE	PRINT	DATE IN	DATE OUT
01/16/20 1	PROCUREMENT AND SUPPLY	<i>Lee</i>	1/12/20	1/14/20
2	CHIEF FINANCIAL OFFICER (CFO)	<i>[Signature]</i>	1/17/20	1/20/20
3	DEPUTY CORPORATE DIRECTOR	<i>[Signature]</i>	1/17/20	1/17/20
4	ATTORNEY GENERAL	<i>Sephora</i>	1/17/2020	
5	GOVERNOR	<i>Keanna</i>	1/21/2020	1/28/2020 <i>Jan</i>
6	CONTRACTOR			
7	DIRECTOR OF PROCUREMENT AND SUPPLY			
8	<u>FOR COMPLETION</u> * Please Submit Signed Original with 2-Copies*			

*PLEASE CALL 234-6866 WHEN CONTRACTS ARE READY FOR PICK-UP WALK-THRU _____

CONTRACT SPECIFICATION

CONTRACTING OFFICER : NMHC Board of Director Chairman

VENDOR : APTIM Environmental & Infrastructure, LLC

PROJECT : Community Development Block Grant-Disaster Recovery
Program Consulting Services

AMOUNT : ADD: \$-0-

TOTAL CONTRACT AMOUNT : NTE: \$99,472.00

ACCOUNT NUMBER : DR1.53200

CONTRACT NUMBER : NMHC-2020-003

OK BY DIRECTOR FOR WALK-THRU: _____

[Signature]
Francisco C. Aguon
ACTING DIRECTOR OF PROCUREMENT AND SUPPLY

01/16/2020
DATE



NORTHERN MARIANAS HOUSING CORPORATION

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

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Website: <http://www.nmhc.gov.net>

Tels. (670) 234-7689

234-6866

234-9447

Fax: (670) 234-9021

12/02/19

Mr. Francisco C. Aguon
Acting-Director
Division of Procurement & Supply
Department of Finance
Capitol Hill
Saipan, MP 96950

12/4/19
9:28 am
J. Muna

Subject: NMHC RFP 2019-004
Community Development Block Grant- Disaster Recovery (CDBG-DR) Program
Consulting Services

Dear Director Aguon:

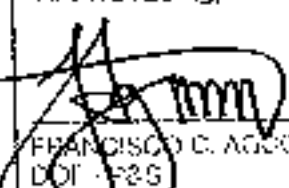
We have reviewed and selected the most responsive and responsible proposer for the CDBG-DR program consulting services. The following are the proposers that have submitted their proposal: Witt O'Briens; APTIM; and Western Economic Services, Inc. Our agency had selected APTIM to be the most responsive and responsible proposer to provide the needed consulting services for our agency. Enclosed with this letter are the proposal evaluations from five (5) of our management team and the overall scoring results of the evaluations.

Therefore, we are kindly requesting for your approval in issuing a contract to APTIM. Attached for your review and approval is a draft contract to be issued to APTIM.

If you may have any questions or concerns, please feel free to contact Mr. Jacob Muna at the numbers listed above.

Sincerely,


Jesse S. Palacios
Corporate Director

APPROVED <input checked="" type="checkbox"/>	DISAPPROVED <input type="checkbox"/>
	12/4/2019
FRANCISCO C. AGUON	DATE
DOI-1825	

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
CONTRACT FOR PURCHASE OF SERVICES

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 APTIM Environmental & Infrastructure, LLC. APTIM Environmental & Infrastructure, LLC is referred to in this contract as the "Contractor."

Contractor is a Limited Liability Company.

Vinney Atalig-Hocog, Chairman NMHC Board of Directors; 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 Commonwealth 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:

Attn:

Mr. Jesse S. Palacios, Corporate Director

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

Mr. Francisco C. Aguon
Acting-Director
Procurement & Supply
P.O. Box 510008
Saipan, MP 96950
(670)664-1500

Mr. Tyson Hackenberg
APTIM Environmental & Infrastructure, LLC
4171 Essen Lane
Baton Rouge, Louisiana 70809
Tel: (225)987-7323/ Fax No.: (225)987-8431

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. To provide management and consultation services in developing the CNMI's action plan for the CDBG-DR program application.

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 *One Year*

V. CONTRACTOR TO PROVIDE EQUIPMENT

The Contractor will provide all equipment and personnel necessary to complete this contract.

VI. WARRANTY

N/A

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 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 **Ninety Nine Thousand Four Hundred Seventy Two Dollars (\$99,472.00)** in exchange for consulting services, and goods if any. 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 **One Year** 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 six (6) months. 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

1. The Contractor agrees to begin, and to continue for as long as this contract provides, 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 Each of Month		NMHC shall pay the contractor within 30 days after submission of an invoice.

2. 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.
3. Payment by NMHC shall be made only upon Contractor's submission of evidence to the Expenditure Authority that the Contractor has delivered the services and has adhered to all contract terms and specifications.
4. 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 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 Commonwealth 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.



Vinney Atalig-Hocog, Chairman
NMHC Board of Directors
Expenditure Authority

01/15/2020
Date:

2. Contracting Officer



Jesse S. Palacios, Corporate Director
Contracting Officer

1/15/2020
Date:

3. Procurement and Supply

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



Francisco C. Aguon
Acting Director of Procurement and Supply

01/16/2020
Date

4. NMHC Fiscal Division

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

Account: DR1.53200 - Funded by approval by NMHC Board meeting
Amount: \$99,472.00



Michael G. Barto
Chief Financial Officer

1/17/20

Date

5. NMHC Certification of Funds



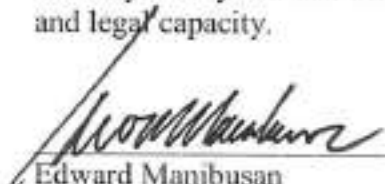
Zenie P. Mafnas
Deputy Corporate Director

1/17/20

Date

6. Attorney General

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



Edward Manibusan
Attorney General

1/21/2020

Date

7. Governor



Ralph Deleon Guerrero Torres
Governor

1/20/20

Date

8. Contractor – APTIM Environmental & Infrastructure, LLC:

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.

Rick Faircloth
PRINTED NAME OF SIGNING AUTHORITY

SIGNATURE OF SIGNING AUTHORITY

Vice President
TITLE
2/25/2020
Date

9. CERTIFICATION OF CONTRACT COMPLETION

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


Francisco C. Aguon
Acting Director of Procurement and Supply

2/26/2020
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 Contractor is responsible for all applicable Commonwealth or federal taxes and fees which may become due and owing by the Contractor by reason of this contract. The Contractor 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 Contractor in connection with this contract, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor as a result of any legal action in connection with this contract.

VIII. GRATUITIES

It shall be a breach of contract for the Contractor 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 contractor, a gratuity, or an offer of employment in connection with the execution of this contract.

IX. RIGHT TO AUDIT

The Contractor and subcontractor 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 subcontractor under contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

XI. CONTINGENT FEES

The Contractor 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 bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

XII. TERMINATION FOR DEFAULT

1. If the Contractor 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 Contractor. If the Commonwealth terminates this contract for default, then the Contractor 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 Contractor 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 Contractor if the contract is terminated for the convenience of the Commonwealth.
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 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 Contractor.

XIV. ASSURANCES

The Contractor, 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, Contractor 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 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor 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 Contractor 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, Contractor 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 Contractor 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 Contractor 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, Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors 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 Contractor 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, Contractor 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, Contractor 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, Contractor 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 Contractor 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) – Contractor 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, Contractor and its subcontractors 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) – Contractor 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 contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.**
11. **The Contractor 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 Contractor 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 contractor 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 contractor 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 contractor understands that it bears the final responsibility for determining whether the contracting agency is an EPA financial assistance agreement recipient.**

END OF DOCUMENT

COMMUNITY DEVELOPMENT BLOCK GRANT -DISASTER RECOVERY (CDBG-DR) PROGRAM

CONSULTING SERVICES

NORTHERN MARIANAS HOUSING CORPORATION



**PA# NMHC RFP 2019-004
May 2019**

The information contained in this proposal contains proprietary and confidential financial and business information and shall not be used or disclosed, except for evaluation purposes, without the written consent of Aptim Environmental & Infrastructure, LLC, provided that if a contract is awarded to Aptim Environmental & Infrastructure, LLC as a result of or in connection with the submission of this proposal, the requester shall have the right to use or disclose the data to the extent provided in the contract. This restriction does not limit the requester's right to use or disclose any technical data obtained from another source without restriction.



APTIM

6380 S Fiddler's Green
Circle, Suite 300
Greenwood Village, CO
80111

APTIM.com

DATE: MAY 16, 2019

ATTENTION: MR. JESSE S. PALACIOS
CORPORATE DIRECTOR
NORTHERN MARIANAS HOUSING CORPORATION (NMHC)
P.O. BOX 500514
SAIPAN, MP 96950-0514

SUBJECT: NORTHERN MARIANAS HOUSING CORPORATION (NMHC) REQUEST FOR
PROPOSAL NMHC RFP 2019-004: COMMUNITY DEVELOPMENT BLOCK GRANT-
DISASTER RECOVERY (CDBG-DR) PROGRAM CONSULTING SERVICES

DEAR: Mr. Palacios:

Aptim Environmental & Infrastructure, LLC (APTIM), and our available sub-consultant APEX are pleased to submit this letter of interest in response to the Northern Marianas Housing Corporation's (NMHC) Request for Proposal (RFP# 2019-004). Our firm has the capacity and experience to provide the required services. We considered the following essential qualification for the proposal to provide consulting services for CDBG-DR disaster projects and programs. Our unrivaled CDBG-DR history, experience and expertise are both technically and geographically suited to assist the NMHC. We understand the requirements in fulfilling its duties to administer CDBG-DR funding in accordance with U.S. Department of Housing and Urban Development (HUD), the Federal Register, and CDBG requirements and regulations. Our core team of CDBG-DR professionals has an average of 20 years of grants management experience and in the past 10 years have performed work on multiple disaster events expediting and accelerating the recovery lifecycle specifically for CDBG-DR funding.

As a proposal introduction, we wish to emphasize the advantages APTIM can offer to NMHC:

First, we have a proven disaster project management team managed by Emily Zimmer who is supported by a subject matter expert in Action Plan development and submissions.

Second, and equally important, is our relevant experience on many CDBG-DR Programs specifically related to the NMHC RFP. APTIM is already on the forefront for development and implementation of programs where more than one disaster event has occurred. The APTIM team together has successfully managed over \$30 billion in federal or state CDBG-DR funded projects covering eight states and two events in the U.S. Virgin Islands and Puerto Rico. This experience alone will allow us to bring first-hand knowledge to NMHC that provides an immediate benefit directly to NMHC.

Third and not last, we provide our top reasons to demonstrate our team is ready and geared for rapid start up, rapid implementation, and rapid outcomes for NMHC.

- APTIM has an office located in neighboring Guam that enables us to mobilize immediately and we are currently establishing an office in Saipan.
- Highly qualified and experienced CDBG-DR program management personnel supported by technical advisors with specialized expertise
- Established working relationships with all levels of federal, state, and local government.
- Readily available best practices, lessons learned, policies and procedures, forms, tool box materials
- Because of our most recent experience, our team is up-to-date with the latest HUD regulations, policy interpretations and implementation strategies. Our experience on multiple disaster events demonstrate our complete mastery of the HUD regulations.

- ▶ Established professional relationships with key stakeholders including HUD, FEMA, and others
- ▶ Exceptional project management skills and software supported by subject matter experts

In conclusion, APTIM's successful experience in various CDBG-DR grant administration and program management roles is a perfect match for NMHC's scope of services. The APTIM Team fully understands the scopes of work to be performed from pre-funding to post-funding management. We are confident that we will exceed expectations in fulfilling any of the Action Plan requirements and obtaining approval from HUD. We look forward to working with you to negotiate mutually acceptable terms and conditions upon award of a contract.

I am authorized to represent our firm and I personally commit to ensuring our team has the resources it needs for successful execution of the work. If you have any questions, please do not hesitate to contact by telephone or email me.

Sincerely,

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC

Tyson Hackenberg
Vice President, Operations
Government

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TABLE OF CONTENTS

SECTION 1 – FIRM OR COMPANY PROFILE.....	1
1.1 General Background	1
1.2 Disaster Recovery Knowledge and Experience	1
SECTION 2 – FIRM OR COMPANY TEAM.....	2
2.1 APTIM Team.....	2
Emily Zimmer, RA.....	2
Sherie Goin-Marks, PHM	3
2.2 Subconsultant Availability	3
SECTION 3 – FINANCIAL CAPACITY	4
SECTION 4 – EXPERIENCE.....	5
SECTION 5 – STATEMENTS OF QUALIFICATIONS.....	7
5.1 The Aptim Team Provides Immediate Benefits	7
5.2 Experience that Speaks for Itself	8
SECTION 6 – FEE PROPOSAL.....	10
ATTACHMENT 1 – REQUIRED FORMS.....	11
ATTACHMENT 2 – KEY PERSONNEL RESUMES	11



SECTION 1 – FIRM OR COMPANY PROFILE

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1.1 General Background

APTIM specializes in disaster recovery, emergency management and planning, engineering, program management, environmental services, complex facility maintenance and construction services. We serve government, oil, gas, chemical, industrial, commercial, and power clients by incorporating proven systems and procedures to deliver complex projects around the world. APTIM currently provides these diverse services from 80 offices staffed with 5,700 employees. APTIM has an office located in neighboring Guam that enables us to mobilize immediately and we anticipate opening an office in Saipan shortly. In July 2017, Veritas Capital acquired CB&I's Capital Services Group and rebranded the firm to APTIM. Our firm's history includes providing expert services to commercial, industrial and government clients for over 128 years through our legacy companies.

1.2 Disaster Recovery Knowledge and Experience

APTIM continues to lead the industry in disaster response and recovery services, grant administration and management, environmental, program and construction management for public and private-sector customers. In the last 10 years, APTIM managed 35 programs worth \$30 billion in total grants. We hold leadership roles for multiple city, county and state programs for Hurricanes Sandy, Katrina, Ike, Rita and others. We manage both large and small CDBG-DR programs including direct HUD entitlements for New Jersey and New York City, and for State subrecipients funded through the Texas General Land Office (i.e., Bastrop County Wildfires, Newton County and Galveston County). Our references confirm our successful development, design, management and implementation of all project types for multiple clients as described in the RFP. Our approach to performing every aspects of the scope of services includes a selected team of disaster recovery professionals, certified project management specialists and subject matter experts.

Our staff has extensive knowledge and is familiar with the regulatory requirements for multiple HUD programs, most especially, with the CDBG-DR program. We have independently gathered and compiled information from a wide variety of available resources for the CDBG-DR Action Plan and needs assessments. Our staff has direct experience with the Disaster Recovery Grant Reporting (DRGR) System for multiple program types. We are highly experienced with projecting budget costs and we provide a master schedule at start up to ensure deadlines and completion of key tasks are completed in a timely manner.

APTIM can ensure the action plan will be approved by HUD as our key staff has completed the Action Plan and amendment processes for CDBG and CDBG-DR over 30 times. This enables us to streamline the process as much as possible for NMHC while providing guidance, training, and technical assistance for smooth, timely, and efficient process. We are financially capable of carrying out the scope of services and we have the necessary equipment to support the administrative and financial grant management life cycle. This proven experience is significant to all facets of the scope listed in this RFP and we can greatly minimize the risks NMHC will encounter.



SECTION 2 – FIRMS OR COMPANY TEAM

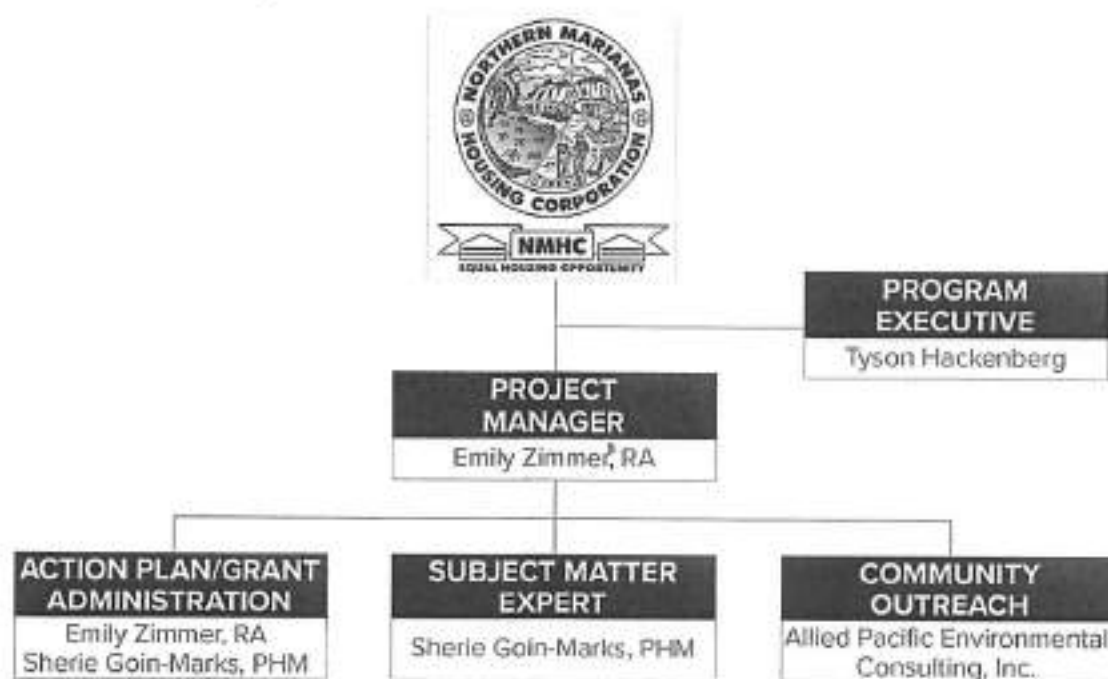
SECTION 2 – FIRMS OR COMPANY TEAM

SECTION 2 – FIRM OR COMPANY TEAM

2.1 APTIM Team

From a deep pool of over 500 employees, the APTIM Team can provide the staff needed to successfully deliver any required disaster recovery management and consulting services including Action Plans. Our subject matter expert's experience includes both traditional CDBG and CDBG-DR which includes related components of grant administration and project management as demonstrated in the table on the right. Below we have provided brief biographies for key personnel and resumes with more detailed information in **Attachment 2**.

Figure 1: The APTIM Team's Organization Chart



Emily Zimmer, RA

Emily Zimmer has 10 years of architectural experience. Her fields of specialization include housing, post-disaster recovery, and resiliency. She has worked on Hurricane Sandy recovery since 2014 on the NYC Build It Back Program, a CDBG program focused on housing recovery for New York City's coastal communities. Before this program, she worked on several relevant project types, including multi-family affordable housing, single-family housing, community centers, and feasibility studies for GSA.

In addition to this experience, Ms. Zimmer was selected to serve on the American Institute of Architect's National Disaster Assistance Committee. In this role, she is a subject matter expert on architectural response for community-based and federally funded recovery programs. She has also led pro-bono community design projects with the former Architecture for Humanity, including responses to homelessness following the 2008 housing crisis and to Hurricane Sandy. This work with communities informs her professional experience, allowing her to bring these areas of practice together to develop buildings equipped to address critical environmental challenges.

Sherie Goin-Marks, PHM

Sherie Goin-Marks has over 34 years of experience managing HUD's federal programs including CDBG, CDBG-DR, HOME, Emergency Shelter/Solution Grant, Housing Opportunities for Person with AIDS, Rental Rehabilitation, Neighborhood Stabilization Program, Homeless Prevention and Rapid Rehousing Program, and Section 8. A former Community Development Manager from 1984 to 2013, Mrs. Goin-Marks is a subject matter expert in HUD Action and Consolidated Plans, regulatory requirements and offers specialized knowledge and experience having authored three decades of numerous Consolidated Plans, Action Plans, Amendments, and Analysis of Impediments to Fair Housing Choice. She has an extensive housing and community development background, which includes coordinating and/or developing 4 Consolidated Plans, 30 Action Plans/Amendments, and 4 Analysis of Impediments and 1 Airport Master Plan. She can perform any aspects of the CDBG and CDBG-DR programs from start up to close out because of her vast program, case, and construction management experience that covers every eligible activity allowed. She has managed 1,000+ programs, projects, and activities valued at over \$728 million.

Our Combined Subject Matter Expert's Experience

- 11 Five-Year Consolidated Plans
- 2 Consolidated Plan Amendments
- 31 Action Plans
- 5 Action Plan Amendments
- 8 Analysis of Impediments
- 10 Unmet Needs Assessments
- 27 Program Designs
- 4 CDBG-DR Program Management Positions
- 31 Environmental Tier I Broad Reviews
- HUD Housing Quality Inspections – Thousands

2.2 Subconsultant Availability

APTIM will staff positions for the proposed consulting services for the Northern Marianas Housing Corporation (NMHC) and, we are committed to hiring local subcontractors whenever possible in key support roles who have the experience and who employ residents. We realize the value of hiring locally and creating a positive economic impact on affected communities. We have identified Allied Pacific Environmental Consulting, Inc. as a potential local resource as needed to enhance performance and support our grant management, program delivery and professional services expertise. This company has great local presence in Saipan and multiple public and community service contacts. We are currently partnering with them on the FEMA program for this same service area.

Allied Pacific Environmental Consulting, Inc. (APEC) is a full-service environmental consulting firm with a staff of 16 highly trained personnel based in offices on Guam (established 1998) and Saipan (established 2001). Their diverse client base includes local and federal government entities, multinational corporations, and small business. They have offices located in Guam and Saipan.

Office Locations	
Aptim Environmental & Infrastructure, LLC	
APTIM 888 N. Marine Corps Drive Tamuning, Guam 96913 Office: 671.472.0551	
Allied Pacific Environmental Consulting, Inc.	
APEC Guam Box 5091 Agana, Guam 96932 Office: 671.477.7310 Cell: 671.687.7747 Contract: Tom Polzovich Cell: 671.788.8766	APEC CNMI Box 10001 PMB A6 Saipan, MP 96950 Office: 670.322.7709 Cell: 670.483.3336

SECTION 3 – FINANCIAL CAPACITY

SECTION 3 – FINANCIAL CAPACITY

APTIM's resources have supported execution of over 16,000 activities of all sizes worldwide. We have over 500 disaster recovery professionals including more than 25 CD9G-DR subject matter experts who are educated, experienced, and certified in managing all types of recovery programs. In total APTIM is comprised of over 10,000 worldwide resources, supported by our corporate office in The Woodlands, Texas.

Our financial capacity resources include:

- ▶ Revenues of approximately \$2 billion in 2018 and in 2017
- ▶ Enough cash to run operations from our balance sheet
- ▶ Revolving account for additional cash, which is not yet drawn
- ▶ We have the financial capacity to fund operations until such time that program administrative funds are available for reimbursements/disbursements
- ▶ Structured finances in a way to maximize our ability to concurrently support recovery programs in many US states and territories such as:
 - Louisiana (Katrina/Rita) – Statewide and local governments
 - New York and New Jersey (Sandy) – NYC and statewide governments
 - Puerto Rico and US Virgin Islands (Maria) – Island-wide governments
 - Texas (Harvey) – Local and statewide governments
 - Florida (Irma) – Local governments
 - California (2017 flooding) – Local governments

To ensure projects are completed on time, the services provided by APTIM are continually monitored, ensuring progress and performance.

APTIM can track the budget inside its custom QuickBase® application to help maintain financial capacity.

SECTION 4 – EXPERIENCE

Our established relationships, knowledge, experience and personnel ensures we bring results quickly. Our disaster recovery specialists provide reliable solutions for productivity efficiencies, spot-on communication and compliance with requirements and regulations.

Figure 2: A Comprehensive Timeline of APTIM's Past Consulting History.



SECTION 4 – EXPERIENCE

APTIM has more than 25 CDBG-DR subject matter experts (SMEs) who have provided administrative services including grant administration, project management, action plan reviews and amendments, compliance, and reporting. Additionally, two of our SMEs are former Community Development Managers who have over 65 years of combined experience managing HUD Programs. We have a strong working knowledge of applicable local, state and federal regulations and can assist with any pre or post grant award requirements such as applications, citizen participation, outreach, needs assessments, environmental reviews, program design, planning, policy and procedures, and all aspects of program start-up, development, management, monitoring and close-out.

We have played leadership roles for multiple city, county, and state programs for Hurricanes Harvey, Maria, Irma, Sandy, Katrina, Ike, Gustav, Rita and others. We have worked on both large and small CDBG-DR programs including direct HUD entitlements like the State of New Jersey, and for State subrecipients funded through the Texas General Land Office (i.e., Bastrop County Wildfires and Galveston County). As our references will confirm, we have successfully designed, managed and implemented the listed project types for multiple clients as described in the RFP. We have implemented all cross-cutting requirements and reporting related to 24 CFR Part 570, Administrative Requirements at 2 CFR 200, Section 3, Davis Bacon and Related Acts, Section 504, Uniform Relocation (URA), Environmental Review Records, Fair Housing Act, Energy Star, HUD's Green Building Standards, Lead and Asbestos references, and all other regulatory laws that apply.

APTIM's team members have worked together on disaster recovery programs for more than a decade. Not only do we understand the strengths of each team member, we also know how to leverage those strengths to partner with the Northern Marianas Housing Corporation (NMHC) to expedite the delivery of an Action Plan for NMHC. Like the services requested in NMHC's RFP, the APTIM Team has performed all aspects of CDBG-DR grant administration including citizen outreach, public hearings; action plans, policy determinations and advisements; amendments; labor and procurement duties; construction management, construction draws; contract management; financial duties; fraud prevention; performance tracking and compliance, monitoring; and scheduling and budgetary requirements. Some of our program management clients include Texas General Land Office, New York City Housing Authority, State of New Jersey, New York City, State of Louisiana, State of New York, Galveston County, and Texas Department of Housing and Community Affairs. The short project descriptions below provide a brief glimpse of consulting services provided for other CDBG-DR clients like those requested by NMHC.

- ▶ The NYC Mayor's Office of Housing Recovery Operations (HRO) selected APTIM to provide specialized program management services to support execution of the City's Build It Back (BIB) Program. The program helps City residents achieve permanent and sustainable housing solutions in the aftermath of Hurricane Sandy. The program is designed to assist both owner-occupied and rental-occupied properties within New York City. As the program management consultant, APTIM assists HRO in complying with the CDBG-DR grant requirements; develops and revises program policies, procedures and controls; coordinates the IT system; resolves customer complaints; provides project and construction management expertise and support; and provides related technical services.
- ▶ APTIM was selected by the New Jersey Department of Community Affairs as a Program Manager for the \$1.3B Hurricane Sandy RREM Program to develop program policies, provide concurrence with the State's environmental reviews, procure contractors, perform damage assessments, provide case management to homeowners, oversee construction, process draw requests, perform fraud prevention, conduct construction inspections, and complete program close-out. APTIM is currently assisting more than 5,000 homeowners with these services.
- ▶ On our contract with the New York City Housing Authority (NYCHA), we provide complete lifecycle grants management services in recovery dollars totaling \$3.2 billion. Our services to NYCHA include design management, construction management, funding management, community outreach, and procurement support for all recovery operations.
- ▶ The City of Norfolk is a subrecipient of a Commonwealth of Virginia CDBG-DR grant and received \$115,549,000 for the Ohio Creek Watershed Transformation Project. The City of Norfolk selected APTIM to assist on CDBG-DR regulatory compliance, program management, program administration, community engagement, land use regulations, and coordination and communication of grant activities with other City resilience projects. A large focus of the proposed activities within the Ohio Creek Watershed is to protect residential housing from nuisance flooding and future coastal inundation while creating new connections and amenities for an at-risk neighborhood.

SECTION 5 – STATEMENT OF QUALIFICATIONS

SECTION 5 – STATEMENTS OF QUALIFICATIONS

5.1 The Aptim Team Provides Immediate Benefits

The APTIM Team provides immediate benefits because we will design and track the end to end Action Plan process especially for Northern Marianas Housing Corporation (NMHC). We will provide a schedule (sample below) so that all federal requirements are met and to get the Action Plan submitted to HUD in the shortest timeframe possible. We will work in concert with the NMHC to first identify and understand the data sources, key data, and the quality challenges each presents. Based on the best available data, maps, tables and charts will be created to illustrate the impact of the disaster events on various geographies and sectors (homes, businesses, infrastructure) and its impact on vulnerable populations. Using our data collection and analytic skills, GIS and other decision support tools, NMHC will be well positioned to design their DR programs based on metrics, an understanding of scenarios, and the potential impact of federal, state and local policies and regulations program designs. This will establish a baseline starting with the Action Plan so that NMHC can track outcomes and impacts of your DR programs.

In Figure 3, APTIM provides a summary of tasks to demonstrate our abilities and approach to ensure an efficient and timely Action Plan process:

Figure 3: Summary of Tasks

Task 1: Needs Assessment <ul style="list-style-type: none">▶ Identify Data Needs & Available Sources▶ Collect Data▶ Analyze Data▶ Summarize Conclusions▶ Evaluate Potential Programmatic Implications▶ Provide Unmet Needs Assessment	Deliverables: <ul style="list-style-type: none">▶ A draft Needs Assessment for NMHC review and comment▶ The Final Needs Assessment for HUD submittal▶ Data tables▶ Draft of Action Plan section on Impact and Unmet Needs
Task 2: Action Plan <ul style="list-style-type: none">▶ Develop an Outline for the Action Plan▶ Review & Finalize the Unmet Needs Analysis for Inclusion in Action Plan▶ Draft Section on Goals, Objectives & Recommendations for Long-Term Recovery▶ Draft Section on Method of Distribution▶ Draft a Schedule of Performance▶ Draft Response to Additional Federal Register Requirements▶ Provide Final Action Plan drafts	Deliverables: <ul style="list-style-type: none">▶ Initial draft of Action Plan for NMHC edits and comments▶ Second draft incorporating NMHC edits▶ Review of final draft for translation, publication, and submission to HUD incorporating NMHC response to public comments

Needs Assessment

- ▶ Use data visualization tools to highlight the areas of vulnerable populations. This includes GIS analysis and mapping tools overlain with areas of high unmet needs (data from FEMA, SBA, insurance companies, and other sources), with high concentrations of low-to-moderate income (LMI) households (census or other reliable data) and high concentrations of limited English proficiency (LEP) households (census data or other reliable data) and other vulnerability indicators like age.
- ▶ Work with both the insurance and real estate industries to set up data feeds to depict the existing conditions and forecasted future impacts of potential activities.
- ▶ Enlist the assistance of the real estate industry to incorporate data on property values into the unmet needs analysis

Action Plan

- ▶ **Other Funding:** After APTIM identifies all existing funding, if gaps exist we will work with the NMHC to identify other potential sources of federal, NMHC, and private partners funding.
- ▶ **Implementation Review:** Use a select team of stakeholders and CDBG-DR experts to review the draft Action Plan to determine feasibility (i.e. reasonable grant award)
- ▶ Use GIS analysis to generate maps and data tables that effectively communicate the rationale for policy decisions affecting recovery program design. For example, if CDBG-DR funds are insufficient to cover all the unmet needs, and the NMHC decides to focus these funds exclusively on LMI households, an illustration of the anticipated percentage of homes re-occupied in different areas can illustrate how the NMHC will recover more strongly using this approach vs. alternative policies (e.g., give every applicant the same dollar amount)
- ▶ Utilize innovative and cost-effective approaches to citizen participation via web-based tools
- ▶ Consider acceptable alternative schedule for the collection of public comments on the Action Plan.

We also offer the following benefits to NMHC:

- ▶ We can ensure HUD approval of the NMHC's Action Plan by creating a streamlined process and schedule based on an extensive history and knowledge with Action Plans.
- ▶ Our team is already up-to-date with the latest HUD policy interpretations and implementation strategies.
- ▶ We bring a comprehensive understanding of stakeholders and diversity of stakeholders, familiar with the political landscape and vested non-profits and other agencies.
- ▶ Our proven team has developed responsive and transparent processes that position NMHC positively in the face of agency audit and public scrutiny.
- ▶ Our efficiencies can also result in cost savings and we can assist with maximizing grant funding.
- ▶ Our subject matters experts have direct Action Plan experience in traditional CDBG and CDBG-DR
- ▶ Unique and innovative approaches to problem solving readily available
- ▶ We offer a "Knowledge Transfer Environment".
- ▶ Immediate access to highly qualified and experienced CDBG-DR grant administration and program management personnel for all program types.
- ▶ We are already prepared to provide subcontract support that is locally based.
- ▶ No learning curve – our team is fully trained and ready to start work.
- ▶ Proven HUD-compliant management systems
- ▶ Our team members are fully cross-trained to allow for maximum flexibility across functional areas.

5.2 Experience that Speaks for Itself

- ▶ \$30 billion managed recovery programs including CDBG-DR, FEMA Public Assistance, Individual Assistance, Hazard Mitigation and Resiliency, as well as many other public and private grant programs.
- ▶ Assistance providing dozens of jurisdictions with development, training, exercise and implementation of disaster response, recovery, mitigation and resiliency plans
- ▶ More than 150,000 post-disaster damage assessments and 27,000+ construction inspections performed across the country
- ▶ NYCHA: APTIM team worked to justify a \$3.2 billion payout for an initial recovery of only \$300 million.
- ▶ Quick Base® – Deployed and implemented rapid, secure database applications to manage reimbursable costs of programs exceeding \$50 million for all major disasters since 2005, supporting over 500 internal and external users across dozens of recovery programs.
- ▶ GoCanvas® – Deployed and implemented GIS-based, customized data collection and reporting of post-disaster impacts to residences and public infrastructure in Puerto Rico, capturing weekly recovery status for over \$2 billion in infrastructure.
- ▶ Managing over \$16 billion in FEMA PA and HMGP infrastructure grants in Louisiana

Figure 4 on the following page demonstrates APTIM's ability to provide efficient and prompt management and consulting services in ensuring the CDBG-DR Action Plan is approved by HUD.

Figure 4: Proposed Schedule of Action Plan Process, Citizen Participation, and Timeline Summary

ACTION ITEM (*Subject to Federal Register and HUD Required Timeframes)	DURATION
Kick Off Meeting and Start Up	Within 10 days of contract execution
Development Tasks <ul style="list-style-type: none"> ▶ Ensure and demonstrate Financial Controls and Procurement; Processes and Adequate Procedures for Grant Management, and Implementation Plan and Capacity Assessment ▶ Begin Environmental Review due diligence/agency consultations ▶ Develop website for public information access ▶ Develop, coordinate, and set up Community Engagement, Stakeholder Meetings and Citizen Outreach components 	Within first 45 days
Conducts Stakeholder Consultations and Outreach Develops Draft Action Plan	Within first 30 days
Draft Action Plan Comment Period	14 minimum days upon Completion of Draft
NMHC submits Action Plan to HUD	Within first 90 days
Responsible Entity completes concurrent applicable environmental review(s) to receive from HUD the Authority to Use Grant Funds (AUGF) form and certification	Within first 30 after Action Plan submitted to HUD
HUD Review Period for Action Plan or Action Plan Amendment	Within 45 days of NMCH Submission to HUD
HUD Approval Letter and Grant Agreement and Executions. HUD add funding to line of credit.	Within 165 days
Input into DRGR, etc.	Within 20 days of HUD Approval
Action Plan Completion	No later than 180 days

APTIM wants NMHC to understand the CDBG-DR Action Plan process and we offer and support extensive community outreach, so the public is informed. In summary, we will implement and complete the Action Plan process by using lessons learned from past disaster with the goal to build back a more resilient community. We will keep NMHC aware of the unique disaster recovery requirements so that NMHC stays in compliance and in an audit ready state. We will help NMHC address gaps and maximize its resources and overall funding. Our goals are to assist NMHC by creating a straightforward streamline process that is easily and effectively implemented.

SECTION 6 – FEE PROPOSAL

SECTION 6 – FEE PROPOSAL

APTIM's fee proposal is provided below in Figure 5 and Figure 6.

Figure 5: Estimated Labor Costs

Labor Category	Rate/Hour	Estimated Hours/Month	Estimated Cost/Month	Estimated No of Months	Total Cost
Project Manager	\$115.00	59	\$6,785.00	6	\$40,710.00
Subject Matter Expert	\$135.00	54	\$7,290.00	6	\$43,740.00
TOTAL			\$14,890.00	6	\$84,450.00

*Figure 6: Estimated Travel Costs**

Description	Cost/Day or Each	No. of Days or Units/Trip	Cost/Trip	No. of Trips	Total Cost
Airfare	\$2,200.00	1	\$2,100.00	2	\$4,200.00
Lodging	\$186.00	13	\$2,418.00	2	\$4,836.00
Full Per Diem	\$101.00	12	\$1,212.00	2	\$2,424.00
Travel Day Per Diem	\$75.75	2	\$151.50	2	\$303.00
Rental Car Plus Fuel	\$109.25	14	\$1,529.50	2	\$3,059.00
Taxi	\$50.00	2	\$100.00	2	\$200.00
TOTAL					\$15,022.00

ESTIMATED GRAND TOTAL (LABOR + TRAVEL) = \$99,472.00

- ▶ *The travel costs are estimates only and will be invoiced at actual costs
- ▶ For any additional scope of work items to be performed by APTIM, NMHC will be charged the hourly rate for labor and the actual costs for travel.

ATTACHMENT 1 – REQUIRED FORMS

NON-COLLUSION AFFIDAVIT

Project: NMHC RFP 2019-004: Community Development Block Grant-Disaster Recovery
(CDBG-DR) Program Consulting Services
Commonwealth of the Northern Mariana Islands

STATE OF LOUISIANA

EAST BATON ROUGE, PARISH

)
) ss
)

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

That he is Vice President

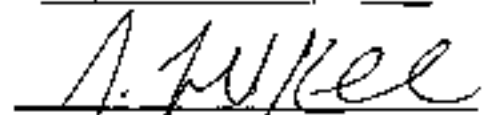
(A partner or officer in the firm of, etc.)

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 Commonwealth of the Northern Mariana Islands 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 6th day of May, 2019


Seal of Notary Public

My commission expires At Death 20



J. Todd Kindler
Attorney At Law
Bar Roll No. 83218
Notary Public State of Louisiana
My Commission is issued for life

SMALL, MINORITY, WOMEN-OWNED BUSINESS CONCERN REPRESENTATION

The bidder/proposer represents and certifies as part of its bid/offer that it:

(a) ☐ is, ☒ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) ☐ is, ☒ is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least fifty-one (51%) percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) ☐ is, ☒ is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least fifty-one (51%) percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least fifty-one (51%) of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

Bidder's/Proposer's Signature

The undersigned bidder certifies that the information contained in this certification and representations is accurate, complete, and current.


(Signature and Date)

May 9, 2019

Tyson Hackenberg
(Typed or Printed Name)

Vice President
(Title)

Apim Environmental & Infrastructure, LLC, 4171 Essen Lane, Baton Rouge, Louisiana 70809, USA
(Company Name & Mailing Address)

Telephone: 225.987.7323

Fax No.: 225.987.8431

EQUAL EMPLOYMENT OPPORTUNITY

Date: May 9, 2019

PROJECT: NMHC RFP 2019-004:Community Development Block Grant-Disaster (CDBG-DR) Recovery Program Consulting Services

The bidder represents that he ☐ has, ☒ has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114, or the Secretary of Labor; that he ☐ has, ☒ has not, filed all required compliance reports, and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontractor awards.

Representative: Tyson Hackenberg

(Print Name)



(Signature)

Title: Vice President

Company: Aptim Environmental & Infrastructure, LLC

(The above representation need not be submitted in connection with contracts or subcontracts that are exempt from the clause).

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

*

PROJECT: NMHC RFP 2019-004: Community Development Block Grant-Disaster Recovery (CDBG-DR) Program
Consulting Services

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988.

In addition, this certification is a material representation of fact upon which reliance is placed when the Government determines to award the contract. If it is later determined that the contractor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the Government, in addition to any other remedies available, may take action authorized under the Drug-Free Workplace Act.

- A. The contractor certifies that it will provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited at the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing a drug-free awareness programs to inform employees about:
 - (1) The dangers of drug abuse in the workplace; and the contractor's policy of maintaining a drug-free workplace;
 - (2) Any available drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that such employee to be engaged in the performance of the work be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract, the employee will:
 - (1) Abide by the terms of the statement and notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction;
 - (e) Notifying the Government within ten days after receiving notice under subparagraph

(d) (1), with respect to any employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(1), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination; or requiring such employee to participate satisfactorily, complete a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or Local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. Insert in the space provided below, or include as a separate attachment, a list of the site(s) for the performance of work done in connection with the specific contract:

Place of Performance (Street, Road, Village, Island)

Contractor must specify all sites associated with the project ie., offices/project area(s) and surrounding sites.

Representative:

Tyson Hackenberg

(Print Name)



(Signature)

Title: Vice President

Company: Aptim Environmental & Infrastructure, LLC

Tel: 225.987.7323

Address: 4171 Essen Lane, Baton Rouge, Louisiana 70809, USA

Email: tyson.hackenberg@aptim.com

ATTACHMENT 2 – RESUMES

TYSON HACKENBERG

PROGRAM EXECUTIVE / APTIM

PROFESSIONAL QUALIFICATIONS

Tyson Hackenberg is a Vice President with APTIM and oversees the management and operations of disaster recovery, emergency management, resiliency, energy management and sustainability, construction management, and program management services. Mr. Hackenberg is an expert in disaster recovery housing programs funded by either Federal Emergency Management Agency (FEMA) or U.S. Department of Housing & Urban Development (HUD). He has supported recovery efforts for Hurricanes Katrina, Rita, Gustav, Ike, Sandy, Harvey, Irma and most recently, Maria.

RELEVANT EXPERIENCE

PROJECT EXECUTIVE & SENIOR TECHNICAL ADVISOR

Master Program Management for Disaster Related Projects, City of Houston, Housing and Community Development Department, Houston, Texas
February 2018 – Present

The City of Houston Hurricane Harvey Recovery Programs include utilizing FEMA and CDBG-DR funding to assist tens of thousands of homeowners and renters damaged or displaced by Hurricane Harvey. APTIM is serving as the Master Program Management firm to assist in the overall administration of multiple programs offered with the \$450 million FEMA grant and the \$1.2 billion CDBG-DR grant. Program activities associated with the FEMA STEP program, the Partial Repair & Essential Power for Sheltering (PREPS), are included in this portfolio.

PROJECT EXECUTIVE & SENIOR TECHNICAL ADVISOR

U.S. Virgin Islands Emergency Home Repairs VI Program (FEMA STEP), St. Croix, St. Thomas, St. John, Virgin Islands
September 2018 – Present

APTIM is leveraging STEP program management experience and applying our construction expertise to support recovery efforts from Hurricanes Irma and Maria in the U.S. Virgin Islands. Mr. Hackenberg's team is performing STEP eligible homeowner repairs services including: construction case management, obtaining permits, addressing code compliance issues and historical property and Americans with Disabilities Act Accessibility Guidelines (ADAAG) and HUD Design Details for Accessible Disaster Relief Housing requirements, information management for clear and accurate repair pipeline production management and providing closeout ready homeowner packages. Fulfilling our commitment to the Virgin Islands by hiring local subcontractors and using local labor to go beyond physical repairs to the homes, we are also contributing to local economic recovery and putting disaster-affected residents back to work.

13 YEARS

DISASTER RECOVERY EXPERIENCE

EDUCATION

- Bachelor of Science, Physics and Ecology, Emory University, Atlanta, GA, 1990

HIGHLIGHTS

- Over 13 years of experience in disaster recovery management
- Technical consultant and program manager with an outstanding record of helping municipalities implement and manage federally funded disaster recovery projects
- Expert in FEMA PA, EPA, and HUD CDBG grant compliance and management, and coordination between federal, state and local agencies

BOARD MEMBER & PROJECT EXECUTIVE

Tu Hogar Renace (Your Home Reborn) Program, EE&G | APTIM Joint Venture, Puerto Rico

July 2018 – Present

APTIM and EE&G formed a joint venture to innovate the delivery of STEP construction, specifically to promote and engage small local residential construction companies in direct implementation. Our efforts allowed hundreds of smaller local firms to hire, train, and expand their capacity and participate in a complex project through a focused mentoring partnership program. Since serving as Program Manager for the first FEMA STEP pilot project in 2012, Mr. Hackenberg has continued to insist on innovation, further development and inclusive involvement of local businesses in residential housing recovery programs. He is involved in many HUD CDBG-DR funded housing long-term recovery efforts across the U.S. and analyzes the long-term impacts of solutions executed during early sheltering efforts to identify beneficial adaptations for future STEP Program implementations.

PROJECT EXECUTIVE & SENIOR TECHNICAL ADVISOR

Restore Louisiana Homeowner Assistance Program (RELA), Hunt, Guillot, & Associates, Inc., Baton Rouge, Louisiana

January 2018 – December 2018

APTIM performed inspections as a subcontractor to Hunt Guillot & Associates, Inc. (HGA). The HUD CDBG-DR funded project helps Louisiana residents recover from the effects of catastrophic flooding of 2016. The state-led program has currently processed over 39,000 applications. Eligible applicants must pass an inspection of their home to confirm the structure is eligible by the program definitions and suffered damages because of the March or August 2016 declared flooding events. The home inspections must include detailed assessments to quantify the level of substantial damage and define the work necessary to estimate the cost to restore the home and therefore identify the eligible level of assistance for the homeowner.

VICE PRESIDENT & SENIOR TECHNICAL ADVISOR

Stafford Act and National Flood Insurance Act Programs, Technical Assistance Contract, Louisiana Governor's Office of Homeland Security and Emergency Preparedness, Baton Rouge, Louisiana

August 2016 – Present

APTIM is assisting the state to expedite recovery operations from current and future federally declared disasters and assist applicants from these disasters in maximizing grant opportunities. APTIM is providing qualified personnel familiar with all FEMA programs administered under the Stafford Act and National Flood Insurance Act (NFIA) (i.e., Public Assistance (PA), Individual Assistance (IA), Hazard Mitigation Assistance programs (HMOPI). Mr. Hackenberg specifically supported the project efforts in 2016 when the state of Louisiana experienced catastrophic flooding due to a rain event. Mr. Hackenberg assisted the state and technical team to develop a strategy and methodology to accurately record and quantify donated resources provided during the implementation of the FEMA STEP program Louisiana Shelter at Home. This strategy resulted in FEMA agreeing to the quantification, significantly reducing the state's cost share for STEP and implementing the practice as a standard part of the current FEMA STEP policy.

PROJECT MANAGER & PROJECT EXECUTIVE

Long-Term Hurricane Sandy Recovery & Resiliency Program, New York City Housing Authority (NYCHA), New York, New York

March 2014 – Present

Mr. Hackenberg has served as the Program Manager and Project Executive for the NYCHA's Long-term Sandy Recovery and Resiliency Program. He stood-up the project, organized, and led a team of experts to enable NYCHA to secure the largest FEMA Public Assistance grant in the program history. He negotiated a \$500 million commercial insurance claim, managed the design efforts for approximately \$2.5 billion in construction, established a robust community outreach team, and designed a unique Section 3 job training and placement program to employ hundreds of NYCHA low-income residents into the local union workforce. APTIM's efforts not only performed eligible work for

NYCHA, but also increased available funding to NYCHA by 350% despite the complex tapestry of available funding. Mr. Hackenberg transitioned the daily management duties to another APTIM Program Manager and remains closely involved in the programs progress as the Project Executive.

PROJECT EXECUTIVE & SENIOR TECHNICAL ADVISOR

New Jersey Reconstruction, Rehabilitation, Elevation, Mitigation (RREM) Program, New Jersey Department of Community Affairs, New Jersey
May 2013 -- May 2018

The RREM Program provided disaster housing relief services for more than 10,000 homeowners damaged or displaced by Super Storm Sandy along nine coastal counties. APTIM provided Program Management services including policy development, conducting damage assessments, implementation of environmental mitigation, CDBG-DR expertise, case management, construction oversight, construction inspections, and compliance monitoring. Program activities included rehabilitation, reconstruction, elevation, mitigation, resiliency, demolition, lead paint assessments and clearances, asbestos assessments, windstorm compliance, and engineering design services. Construction was completed in accordance with HUD and NJDCA Construction Standards, the International Residence Code (IRC), Energy Star, HUD's CPD Greenbuilding Checklist, and other local requirements. Mr. Hackenberg provided executive oversight and technical advisement on all aspects of program management for the policy development, environmental reviews, and construction management associated with this project. As in any disaster housing program, Mr. Hackenberg ensured the APTIM team effectively collaborated daily with client staff (New Jersey State staff), elected officials, homebuilders, homeowners, and municipal/state inspectors and officials.

EMILY ZIMMER, RA

ARCHITECT AND PROJECT MANAGER / APTIM

PROFESSIONAL QUALIFICATIONS

Emily Zimmer has 10 years of architectural experience. Her fields of specialization include housing, post-disaster recovery, and resiliency. She has worked on Hurricane Sandy recovery since 2014 on the NYC Build It Back Program, a CDBG program focused on housing recovery for New York City's coastal communities. Before this program, she worked on several relevant project types, including multi-family affordable housing, single-family housing, community centers, and feasibility studies for GSA.

In addition to this experience, Ms. Zimmer was selected to serve on the American Institute of Architect's National Disaster Assistance Committee. In this role, she is a subject matter expert on architectural response for community-based and federally funded recovery programs. She has also led pro-bono community design projects with the former Architecture for Humanity, including responses to homelessness following the 2008 housing crisis and to Hurricane Sandy. This work with communities informs her professional experience, allowing her to bring these areas of practice together to develop buildings equipped to address critical environmental challenges.

RELEVANT EXPERIENCE

ARCHITECTURAL CONSULTANT

Program Management Staff Augmentation for the NYC Build It Back Program, New York City Mayor's Office of Housing Recovery Operations, New York, New York

November 2015 – Present

Ms. Zimmer is the Architectural Consultant in residence at the New York City Department of Buildings. She manages the audit process for professionally certified applications and reviews applications for compliance with special flood hazard area regulations, construction codes, and zoning regulations. Ms. Zimmer facilitates sign off activities for homes that have finished construction and provides support to HRO's Direct Grants, CYOC (Choose Your Own Contractor), and Moderate Rehab Teams as needed. She is also a member of the HRO War Room team, focused on facilitating interagency coordination and resolving urgent matters within the program. In this role, she co-developed and implemented an improved closeout process to move homeowners back in expeditiously.

10 YEARS

ARCHITECTURE EXPERIENCE

5 YEARS

CDBG EXPERIENCE

EDUCATION

- Master of Architecture, Architecture, University of British Columbia, Vancouver, Canada, 2012
- Bachelor of Science, Architecture (Honors), University of Virginia, Charlottesville, Virginia, 2007

HIGHLIGHTS

- Specialized experience in housing, post-disaster recovery, and resiliency

REGISTRATIONS/

CERTIFICATIONS

- Registered Architect, New York, 2017, License No: 039838, Active
- U.S. Green Building Council, Social Economic Environmental Design SEED-Accreditation, Nationwide, Active

TRAINING

- NYS DEC Floodplain Management Training, New York, New York, 2015
- NYS DHSES Hurricane Resilient Building Design for Coastal Communities, Brooklyn, New York, 2015
- Cal OES Post-Disaster Safety Assessment Program (ATC-45 and ATC-20-1), New Jersey, 2015

TEAM LEAD

Architectural Scoping Services for the New York City Build It Back Program, New York City Mayor's Office of Housing Recovery Operations and New York City Department of Design & Construction, New York, New York
January 2015 – October 2015

Ms. Zimmer oversaw the field teams for two separate contracts, under NYCEDC and NYCDDC. She managed project tracking, deliverables, and deadlines and coordinated with the New York City Mayor's Office of Housing Recovery Operations. She also monitored the team's work to ensure program compliance.

LEAD DESIGN SPECIALIST

Architectural Scoping Services for the New York City Build It Back Program, New York City Mayor's Office of Housing Recovery Operations, New York, New York
April 2014 – December 2014

Ms. Zimmer led consultations with Hurricane Sandy-affected homeowners in the moderate rehabilitation program, under contract with NYCEDC. She assessed storm damage, developed scopes and cost estimates of rehabilitation work remaining, and worked closely with contractors to finalize a program-compliant recovery approach. She assessed 80+ homes, the majority of which moved into construction.

SHERIE GOIN-MARKS, PHM

CDBG SUBJECT MATTER EXPERT / APTIM

PROFESSIONAL QUALIFICATIONS

Sherie Goin-Marks has spent the last 34 years managing and overseeing a vast variety of HUD's Community & Economic Development Programs. Being a former Community Development Manager, she is considered a subject matter expert and brings specialized knowledge and expertise to both CDBG and CDBG-DR obtained over the last three decades. Ms. Goin-Marks has performed oversight in all aspects of grant and financial management for an array of Federal, state and local programs. This includes coordinating and/or developing 4 Consolidated Plans, 30 Action Plans/Amendments, and 4 Analysis of Impediments, and 1 Airport Master Plan. She can perform any aspects of the CDBG and CDBG-DR programs from start-up to closeout because of her vast program, case, and construction management experience that covers every eligible activity allowed. She has managed 1,000+ programs, projects, and activities valued at over \$728 million. She has completed over 50,000 municipal reimbursements for hundreds of activity types in seven different reporting systems including DRGR. She has completed more than 2,000 single, multi-family and affordable housing units, 75 infrastructure projects, and closed out over 50 grants.

Her portfolio includes administration, fair housing, single family, senior, and rental housing, homeownership, demolition, code enforcement, public services, public facilities and infrastructure, economic development, relocation, historic preservations, and municipal airport facilities. She has developed and authored over 60 regulatory and programmatic plans, guidelines, policies, and standard operating procedures including appeal processes, environmental reviews, URA, HQS, Lead/Asbestos, procurement, Minority and Women Owned Business Enterprise, Section 3, Davis Bacon, compliance, monitoring, performance, reporting and citizen participation. She has facilitated over 200 public hearings, community outreach events and consultations.

RELEVANT EXPERIENCE

PROJECT MANAGER

Master Program Management for Disaster Related Projects, City of Houston, Housing and Community Development Department, Houston, Texas
May 2018 – Present

Ms. Goin-Marks is part of the APTIM Team providing master program management services for housing design and management for housing recovery. Her duties currently include timelines, scheduling, assisting with the development of guidelines and standard operating procedures, subject matter expert reviews, establishing eligibility requirements and criteria for case management and tracking. This project includes multiple projects and activity types.

30+ YEARS

CDBG EXPERIENCE

EDUCATION

- Coursework, Mountain View and North Lake Colleges, University of Texas at Arlington, Arlington, Texas
- Graduate Real Estate Designation

HIGHLIGHTS

- Over 34 years in professional administrative and grants management expertise in local, state and federal programs primarily in CDBG and HOME
- Over 10 years with Section 8 and 8 years of experience with Housing Opportunities for Person with AIDS and Emergency Solution Grant
- Expert in performance and program reporting systems i.e. IDIS, DRGR, ESNAPS, HMIS, FederalReporting.gov, FSR/FAFTA, (CDBG, HOME, ESG, HOPWA, HPRP, CDBG-R, NSP, ALERT 12 - Lead Grant, Rental Rehabilitation

REGISTRATIONS/ CERTIFICATIONS

- Certified Public Housing Manager (PHM)
- EPA Certified Lead Inspector and Risk Assessor
- Certified Home Program Specialist
- TX-CDBG 2017 Program Certified

PROJECT MANAGER

Grant Administrator Services, CDBG-Disaster Recovery Administration and Professional Services, Galveston County, Texas

January 2019 – Present

Ms. Goin-Marks is currently assisting Galveston County with CDBG-DR administration services for development of infrastructure project(s) for Hurricane Harvey funds received through the Texas General Land Office. These administrator services include application preparations, development and submission, and overall management of the proposed project(s) as funded for the life cycle of the project. She is also assisting with construction management services.

PROJECT MANAGER

Grant Administrator for CDBG-DR Funds (May 2015 and October Flooding Events), Newton County, Texas

October 2017 – Present

Ms. Goin-Marks is assisting Newton County with fulfilling state and federal CDBG-DR statutory responsibilities related to 2015 federally declared disaster events. These program management services include all plans, policies, procedures and guidelines and serving as the County's administrator for the life cycle of the programs from start-up, implementation, and closeout. She is also assisting with case, construction, and data management including appeals, reporting, and record retention.

PROGRAM LEAD MANAGER

New Jersey Reconstruction, Rehabilitation, Elevation, & Mitigation Program, New Jersey Department of Community Affairs (NJDOA), Various Locations, New Jersey

June 2013 – January 2019

Ms. Goin-Marks was part of the APTIM Management Team overseeing operations and special projects for the \$1.3 billion Hurricane Sandy New Jersey RREM Program. She acted as a primary program point of contact for RREM Operations from start up to close out. Knowing every aspect of the program, she managed and resolved hundreds of problems and issues requests. This included technical assistance and homeowner appeals for work in place scope, construction feasibility, and scopes of work. She was the RREM team "go-to" person for homeowners, the client and staff solving complex policy-driven issues effectively and efficiently. She was a SME for both APTIM and the State of New Jersey. She is a proven leader and essential team member responsible for the success of the New Jersey RREM Program.

PROGRAM LEAD MANAGER

Landlord Rental Repair Program (LRRP), New Jersey Department of Consumer Affairs (NJDOA), Various Locations, New Jersey

July 2013 – August 2013

As Program Lead Manager for the HUD CDBG-DR funded LRRP totaling \$70 million, Ms. Goin-Marks managed program development for the repair and reconstruction activities for rental dwelling units damaged by Hurricane Sandy. The program was designed to assist 1,800 rental property owners/landlords with rental properties located in nine counties impacted by Hurricane Sandy. She worked directly with NJDOA, who administered the program and contracted with APTIM taking the lead role for developing and operationalizing the LRRP program guidelines, policies, and procedures. Ms. Goin-Marks oversaw all start-up aspects of the NJDOA LRRP program development and business processes from application intake to closeout.

NMHC RFP 2019-004: Community Development Block Grant- Disaster Recovery (CDBG-DR) Program
Consulting Services



NORTHERN MARIANAS HOUSING CORPORATION



Request for Proposal

(This ad is paid for by NMHC with HUD funds.)

PROPOSAL SUBMISSION DATE: May 09, 2019* * * TIME: 10:00 AM

NMHC RFP 2019-004

**Community Development Block Grant Disaster Recovery (CDBG-DR) Program
Consulting Services**

Proposal package will be available on April 05, 2019, at the NMHC Central Office in Garapan, Saipan, during regular working hours (7:30 a.m. to 4:30 p.m.) Monday thru Friday except CNMI holidays or you may obtain the proposal package online at www.unhcguy.net "Public Notice/Announcements" subtitle "Request for Proposal".

The provisions of the CNMI Procurement regulations, NMIAC 70-30.3-725 AND 70-30.3-730 Prohibiting Gratuities, Kickbacks and Contingent Fees shall apply.

A Mandatory Pre-Proposal Conference will be held at 10:00 a.m. on April 25, 2019, at the NMHC Central Office Conference Room in Garapan. Failure to attend the Mandatory pre-proposal conference will be considered a non-responsive bidder.

For more information, contact Mr. Jacob Muna, Office Manager/Procurement Officer, at (670)234-6866/7689; (670)483-9447; or email at officemanager@unhcguy.net during regular business hours, 7:30 a.m. – 4:30 p.m. Monday through Friday, except CNMI holidays.

/s/

Amby Hoag
Chairman, NMHC Board of Directors

/s/

Josquin S. Reyes
Acting Director
Division of Procurement & Supply



NORTHERN MARIANAS HOUSING CORPORATION

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

Email: nmhc@nmhc.gov.mp

Website: <http://www.nmhc.gov.net>

REQUEST FOR PROPOSALS NMHC RFP 2019-004

COMMUNITY DEVELOPMENT BLOCK GRANT -DISASTER RECOVERY (CDBG-DR) PROGRAM CONSULTING SERVICES

The Northern Marianas Housing Corporation (NMHC) is soliciting sealed proposals from qualified and experienced companies or individuals to provide management and consultation services in developing the CNMI's action plan for the CDBG-DR program application.

This procurement is made in accordance with the CNMI Procurement Regulations 2004 edition. Proposal procedures shall be in full compliance with § 70-30.3-310 (competitive sealed proposals) of the Procurement Regulations. In addition, the provisions of the CNMI Procurement Regulations, NMLAC Section §70-30.3-725 & 70-30.3-730 Prohibiting Gratuities, Kickbacks and Contingent fees shall apply.

The Request for Proposals (RFP) and Scope of Work (SOW) are available at the NMHC Central Office in Garapan, Saipan, during regular business hours, Monday thru Friday except CNMI Holidays beginning April 5, 2019 or you may also obtain the RFP and SOW at our website www.nmhc.gov.net "Public Notice/Announcement" tab.

A mandatory Pre-proposal Conference will be held on April 25, 2019 at 10:00 a.m. (local time) at the NMHC Central Office in Garapan, Saipan. Questions regarding this RFP must be submitted in writing or email to Mr. Jesse S. Palacios, Corporate Director, via facsimile at (670) 234-9021 or jimuna@nmhc.gov.mp.

Selection Criteria: This procurement is made in accordance with §70-30.3-210 of the CNMI Procurement Regulations, currently in effect. Proposals will be evaluated based on the following criteria:

1. Qualification and Experience: 40%
2. Organization and Capacity: 40%
3. Response to RFP: 10%
4. Price: 10%

Fee proposals shall not be considered in the selection of the most highly qualified firms.

The entire proposals must not be more than twenty (20) pages in length. A firm that submits a Proposal as a prime consultant cannot submit as sub-consultant on another proposal. However, a sub-consultant may submit as sub-consultant on proposals by more than one prime consultant.

The successful Proposer may be subjected to a responsibility determination in accordance with the CNMI Procurement Regulations § 70-3.3-245.

Sealed Proposals must be marked "**NMHC RFP 2019-004**". For Proposer within the CNMI, one original and three (3) copies of sealed proposals must be submitted to the Director of Procurement and Supply, Capitol Hill, Saipan, no later than 10:00 a.m. local time May 09, 2019. Proposer located outside the CNMI may obtain additional seven (7) working days for receipt of their proposal by submitting a Notice of Intent to Propose in which must be received by the Director of Procurement and Supply no later than 10:00 a.m. local time, May 09, 2019, and may be transmitted via facsimile to (670) 664-1515, or via email to procurement@cnmidof.net. For proposers located outside the CNMI, one original and three (3) copies of sealed proposals must be postmarked by the U.S. Postal Service or the official government postal service of a foreign country no later than May 09, 2019 and must be received no later than May 16, 2019. Note that failure to submit the required number of copies may be cause for rejection of a proposal.

Breach of Ethical Standard:

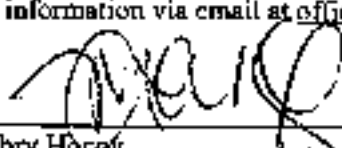
- **Gratuities.** It shall be breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any 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 therefor. **NMIAC 70-30.3-725 (a)**
- **Kickback.** 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 70-30.3-725 (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 70-30.3-730 (a)**

All labor on this project shall be paid no less than the minimum wage rate of \$7.25 per hour, which took effect on September 30, 2018, as established by Federal law.

NMHC further notifies all proposers that it will affirmatively ensure that in any contracts entered into pursuant to this advertisement, minority and women-owned business enterprises (MBE/WBE) are afforded equal opportunity to submit proposals and will not be discriminated against on grounds of race, color, religion, gender, age, disability or national origin.

The Government reserves the right to reject any and all proposals and to waive any defects in the said proposals, if in the sole opinion of the NMHC, to do so would be in its best interest. All proposal will become the property of the Government.

For more information, contact Mr. Jacob Muna, Office Manager/Procurement Officer at (670)234-6866/9447, during regular business hours, 7:30 a.m. to 4:30 p.m. Monday through Friday, except CNMI Holidays. You may also request for information via email at officemanager@nmhcgov.net.


Aubry Hodge
Chairwoman, NMHC Board of Directors
Joaquin S. Reyes
Acting-Director, Procurement & Supply



NORTHERN MARIANAS HOUSING CORPORATION

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

Email: nmhc@nmhc.gov.mp

Website: <http://www.nmhc.gov.net>

A. Introduction:

The Northern Marianas Housing Corporation (NMHC) is soliciting proposals from qualified and experienced companies or individuals to provide consultation services in developing the CNMI's Action Plan for the Community Development Block Grant Disaster Recovery (CDBG-DR) program application.

The NMHC anticipates funding from the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant –Disaster Recovery (CDBG-DR) program. The selection and issuance of a contract is contingent upon the Notice of Funding Availability (NOFA). Therefore, the NMHC has taken the proactive approach to ensure that all support services in carrying the program is readily available.

The selected firm will be required to be on-site and is readily available to assist the NMHC in developing, formulating and compiling the CNMI's CDBG-DR Action Plan to be submitted to HUD. Furthermore, the firm will be providing consulting services to the NMHC as requested.

This procurement is made in accordance with the CNMI Procurement Regulations 2004 edition. Proposals procedures shall be in full compliance with § 70-30.3-210 (competitive sealed proposals) of the Procurement Regulation. In addition, the provision of the CNMI Procurement Regulations, NMIAC Section §70-30.3-725 & 70-30.3-730 Prohibiting Gratuities, Kickbacks and Contingent fees shall apply.

The Request for Proposals (RFP) and Scope of Work (SOW) are available at the NMHC Central Office in Garapan, Saipan, during regular business hours, Monday thru Friday except CNMI Holidays beginning April 5, 2019 or you may also obtain the RFP and SOW at our website www.nmhc.gov.net "Public Notice/Announcement" tab.

A mandatory Pre-proposal Conference will be held on April 25, 2019 at 10:00 a.m. (local time) at the NMHC Central Office in Garapan, Saipan. Questions regarding this RFP must be submitted in writing or email to Mr. Jesse S. Palacios, Corporate Director, via facsimile at (670) 234-9021 or jjmuna@nmhc.gov.mp.

B. Scope of Services:

1. The firm must be knowledgeable and familiar with the U.S. Department of Housing and Urban Development (HUD) programs, most especially, with the Community Development Block Grant Disaster Recovery (CDBG-DR) program. The firm must be capable of the following:
 - a. Independently gather and compile information from any available resources for the CDBG-DR Action Plan.
 - b. Knowledgeable of the Disaster Recovery Grant Reporting (DRGR) System.
 - c. Knowledgeable and familiar with the program requirements.
 - d. Capable of projecting budget cost and time completion deadlines.
 - e. Firm shall ensure that the action is approved by HUD.
 - f. Firm must be on-site to develop the Action Plan; and provide guidance and consultation to the NMHC on all CDBG-DR matters.
2. The firm shall have the following resources to ensure smooth and efficient progress of the consulting services for the CDBG-DR program implementation:
 - a. Experience and Qualified staff knowledgeable of HUD programs, most especially, the CDBG-DR program.
 - b. Firm is financially capable of carrying out the Scope of Services.
 - c. Firm shall provide equipment necessary to complete the Scope of Services.

3. The selected firm or company shall invoice the NMHC based on actual work done. All Invoices shall be accompanied by a detailed work report with the hours and resources spent. The firm must submit with this proposal their itemized cost for services.

C. Proposal Requirements:

1. **Firm or Company Profile:**

Provide a letter of interest indicating the ability of the firm to provide the required services. This statement of interest shall include any information that is considered essential to the proposal. The name of the firm, and the names of persons authorized to make representations for the firm (include for each their title, address, email address, telephone and fax number). Provide the location of the office in which the work is to be performed, list of professional staff located in the office, list of support staff working in that office and their primary responsibilities, and include an organizational chart.

2. **Firms or Company Team:**

List of personnel names to be assigned to the management and consulting services for the CDBG-DR program. Project Managers, Coordinators, and Support Staff; and their specific responsibilities to ensure that the project is completed. In addition, provide resume for each personnel assigned.

3. **Financial Capacity:**

Firm must provide their financial capacity to ensure the project is completed on-time.

4. **Experience:**

Provide a narrative of services the firm has provided with the knowledge and familiarity of HUD programs, most especially, the CDBG-DR program. Provide a list of on-going and past consulting services with a detailed description of services of the firm's clients.

5. **Statement of Qualifications:**

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-DR Action Plan is approved by HUD. Provide examples that demonstrate the firm or company's ability in achieving efficient and prompt consulting services. Provide explanation of the firm's experience with HUD programs.

D. Evaluation Criteria:

1. **Qualification and Experience (40%):** Professional background and key staff and personnel and demonstrated technical capability. Current and recently completed projects that substantiate the firms aptitude for similar project.
2. **Organization and Capacity (40%):** Capacity of the firm in handling and providing the required services.
3. **Response to RFP (10%):** Quality and completeness of the response to the requirement of this RFP.
4. **Price (10%):** Fee proposal shall not be considered in the selection of the most highly qualified firm.

The NMHC will negotiate a contract with the highest qualified firm at a cost determined to be fair and reasonable to the NMHC. If a fair and reasonable cost cannot be negotiated, negotiations shall be terminated and negotiations shall be undertaken with the next highest qualified firm until a fair and reasonable cost is agreed upon.

The Government reserves the right to reject any and all proposals and to waive any defects in the said proposals, if in the sole opinion of the NMHC, to do so would be in its best interest. All proposals will become the property of the Government.

E. Contract Requirements:

- Selected firm must be licensed to do business in the Commonwealth of the Northern Mariana Islands (CNMI).
- Firm shall be responsible for the following: applicable CNMI Taxes; Insurance; License Fees; Permitting Fees; and all other fees related in conducting business in the CNMI.
- Period of Performance: Contingent on funding availability the NMHC will utilize the firm services for up to one (1) year with the option to renew for another year; or the Completion of the CDBG-DR Action Plan and approved by HUD.
- Breach of Ethical Standard:
 - Gratuities. It shall be 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 therefor. NMLAC 70-30.3-725 (a)
 - Kickback. 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. NMLAC 70-30.3-725 (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. NMLAC 70-30.3-730 (a)

For more information, contact Mr. Jacob Muna, Office Manager/Procurement Officer at (670)234-6866/9447, during regular business hours, 7:30 a.m. to 4:30 p.m. Monday through Friday, except CNMI Holidays. You may also request for information via email at officemanager@nmhcgov.net.