



# NORTHERN MARIANAS HOUSING CORPORATION

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

Email: [nmhc@nmhc.gov.mp](mailto:nmhc@nmhc.gov.mp)

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

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

**NMHC RFP 2021-016**

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

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

The proposal packet is available on August 02, 2021 at the NMHC website at [www.nmhc.gov.net](http://www.nmhc.gov.net) and at [www.cnmi-cdbgdr.com](http://www.cnmi-cdbgdr.com) by clicking on the "Procurement Tab".

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

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

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

/s/

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

/s/

Marcie M. Tomokane  
Chairwoman  
NMHC Board of Directors



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## REQUEST FOR PROPOSALS NMHC RFP 2021-016

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

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

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

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

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

Selection Criteria:

Proposals shall be evaluated based on the following criteria:

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

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

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

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

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

#### Breach of Ethical Standard

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

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

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

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

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

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

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

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

# Northern Marianas Housing Corporation

## **Request for Proposal (RFP)**

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

#### **NMHC RFP 2021-016**

Issuance Date: **August 2, 2021**

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

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

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

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

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

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

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## I. GLOSSARY OF TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

**Value Added:**

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

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

## **II. BACKGROUND**

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

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

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

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

### **III. GENERAL INFORMATION**

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

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

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

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

Respondents must also thoroughly review the CDBG-MIT federal register notices available at: [https://www.govinfo.gov/content/pkg/FR-2021-01-06/pdf/2020-29262.pdf?utm\\_source=HUD+Exchange+Mailing+List&utm\\_campaign=dbc7d789db-HUD\\_Pub\\_Allocation\\_Notices\\_for\\_CDBG\\_1\\_6\\_2021&utm\\_medium=email&utm\\_term=0\\_f32b935a5f-dbc7d789db-19536485](https://www.govinfo.gov/content/pkg/FR-2021-01-06/pdf/2020-29262.pdf?utm_source=HUD+Exchange+Mailing+List&utm_campaign=dbc7d789db-HUD_Pub_Allocation_Notices_for_CDBG_1_6_2021&utm_medium=email&utm_term=0_f32b935a5f-dbc7d789db-19536485)

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

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

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

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

#### **IV. SCOPE OF SERVICES**

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

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

DEVELOPMENT PHASE:

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

CONSULTANT RESPONSIBILITIES

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

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

## NMHC RESPONSIBILITIES

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

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

## **KEY DELIVERABLES**

### DEVELOPMENT STAGE DELIVERABLES

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

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

#### IMPLEMENTATION STAGE DELIVERABLES

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

## **V. ELABORATION AND CLARIFICATION**

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

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

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

## **VI. MANDATORY REQUIREMENTS AND SUBMITTAL FORMAT**

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

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

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

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

### **A. Cover Page**

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

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

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

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Authorized Signature (Print)

Authorized Signature w/ Title

E-mail Address

### **B. Cover Letter and Company Overview**

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

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

### **C. Executive Summary**

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

The following documents must be submitted under this section:

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



5. Appendix – Debarment Certification Form

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

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

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

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

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

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

## KEY PERSONNEL ROLES & RESPONSIBILITIES

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

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

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

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

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

The following documents must be submitted under this section:

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

#### **D. Proposed Project Approach, Availability, and Schedule**

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

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

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

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

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

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

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

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

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

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

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

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

Accessibility of Program Manager and key personnel.

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

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

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

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

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

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

The following documents must be submitted under this section:

### **E. Past Performance of Similar Projects**

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

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

### **F. Cost Proposal and Staff Hourly Rates**

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

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

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

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

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

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

### **G. Financial Stability**

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

### **H. Appendices**

The following appendices must be submitted with your response:

*Organizational Conflict of Interest Statement*

*Prime Business Information Statement*

*Non-Collusion Affidavit*

*Schedule of Activities and Cost/Fee*

*Debarment Certification Form*

## **VII. EVALUATION CRITERIA**

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

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

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

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

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

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

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

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

## VIII. AWARD CRITERIA

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

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

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

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

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

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

Sample Interview Score Rating:

Category	Rating	Score
Presentation	25   13   1	
Interview Responses	25   13   1	
	<b>Total</b>	



Negotiations:

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

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

## **IX. TENATIVE SCHEDULE OF EVENTS**

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

## **X. GENERAL INFORMATION AND INSTRUCTIONS (as applicable)**

### **A. Procurement Process**

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

## B. Questions

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

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

## C. Confidentiality

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

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

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

## E. Time for Receiving Proposals

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

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

#### **F. Submittal of Proposals**

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

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

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

#### **G. Acceptance and Rejection**

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

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

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

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

#### **H. Acceptance Period**

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

#### **I. Cancellation of Proposals**

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

#### **J. Respondents Present**

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

#### **K. Alternate Proposals**

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

## **L. Ambiguous Proposals**

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

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

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

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

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

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

2. Prohibition against Contingent Fees.

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

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

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

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

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

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

#### **N. Protest Procedures**

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

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

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

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

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

**P. Assignments**

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

**Q. Manufacturers Brochures and Specifications Data**

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

**R. Default**

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

**S. Non-Appropriations**

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

**T. Proposal Opening Delay**

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

## **U. Exceptions**

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

## **XI. APPENDICES**

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

## **XII. EXHIBITS**

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