

### **VENDOR SERVICES AGREEMENT**

This **VENDOR SERVICES AGREEMENT** ("Agreement") is made and entered into by and between the **CITY OF FORT WORTH** ("City"), a Texas home rule municipal corporation, and ICF Incorporated, L.L.C. ("Vendor"), each individually referred to as a "**party**" and collectively referred to as the "**parties**."

1. <u>Scope of Services</u>. Vendor will develop and assist with program design, monitoring plans, and program operations for the implementation of the City's CDBG-DR program ("Services"), as set forth in more detail in Exhibits "A" and "C," attached hereto and incorporated herein for all purposes. If any provisions of the attached Exhibit "C" conflicts with the terms herein or Exhibits "A" and "B," are prohibited by applicable law, conflict with any applicable rule, regulation or ordinance of City, the terms in this Agreement and Exhibits "A" and "B" shall control.

2. <u>Term</u>. This Agreement begins on November 1, 2024 ("Effective Date") and expires on September 30, 2026 ("Expiration Date"), unless terminated earlier in accordance with this Agreement ("Initial Term").

3. <u>Compensation</u>. City will pay Vendor in accordance with the provisions of this Agreement, including Exhibit "B," which is attached hereto and incorporated herein for all purposes. Total compensation under this Agreement will not exceed Nine Hundred Eighty-Two Thousand Dollars (\$982,000.00). Vendor will not perform any additional services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City will not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

3.1 Structure of Payments.

i. Services provided under this Agreement will be delivered via six tasks types: (1) Program Design, (2) Monitoring Plans, (3) Program Operations, (4) Ongoing Technical Assistance (5) Support with cross-cutting regulations/CDBG-DR updates, and (6) Other Support and Consulting Functions. The estimated labor hours per task and year, and other agreed upon costs that may be expended (travel), are detailed in Exhibit B. The Vendor will issue monthly invoices for all work performed during the preceding month. Invoices will be submitted no later than day following the end of the month and the 15th sent to supplierinvoices@fortworthtexas.gov, with a copy sent to Jerin Smith at Jerin.Smith@fortworthtexas.gov. The invoice should include the associated task(s), the total number of labor hours per task, and any traveling fees. Invoices are due and payable within 30 days of the City's receipt.

ii. The Vendor will provide the City with signed time sheets documenting the time spent on the Services, which will generally be sufficient documentation to substantiate invoices. If the City requires additional reasonable documentation, it will request the same promptly after receiving the above-described information, and the Vendor will provide such additional reasonable documentation to the extent the same is available.

iii. On full and final completion of the Services, Vendor will submit a final invoice, and City will pay any balance due within 30 days of receipt of such invoice.

iv. City will not be liable for any traveling expenses unless City first approves such expenses in writing. After City approval, travel reimbursement shall be paid monthly. The Vendor will include any travel expenses within monthly invoices as described above in Section 3.1(i). for all travel costs under this Agreement.

v. Should the City wish to dispute an invoice, it must do so in writing within ten (10) days of receipt. Otherwise, invoices shall be deemed accurate and payable according to the terms thereof. In the event of a disputed or contested billing, only the portion being contested will be withheld from payment, and the undisputed portion will be paid. City will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until the contest has been mutually resolved.

vi. For contested billings, the City shall make payment in full to Vendor within 30 days of the date the contested matter is resolved. If City fails to make such payment, Vendor may, after giving 7 days' written notice to City, suspend services under this Agreement until paid in full, including interest calculated from the date the billing contest was resolved. In the event of suspension of services, Vendor will have no liability to City for delays or damages caused to City because of such suspension of services.

#### 4. <u>Termination.</u>

4.1. <u>Written Notice.</u> City or Vendor may terminate this Agreement at any time and for any reason by providing the other party with 30 days' written notice of termination.

4.2 <u>Non-appropriation of Funds.</u> In the event no funds or insufficient funds are appropriated by City in any fiscal period for any payments due hereunder, City will notify Vendor of such occurrence and this Agreement will terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

4.3 <u>Duties and Obligations of the Parties.</u> In the event that this Agreement is terminated prior to the Expiration Date, City will pay Vendor for services actually rendered up to the effective date of termination and Vendor will continue to provide City with services requested by City and in accordance with this Agreement up to the effective date of termination. Upon termination of this Agreement for any reason, Vendor will provide City with copies of all completed or partially completed documents prepared under this Agreement. In the event Vendor has received access to City Information or data as a requirement to perform services hereunder, Vendor will return all City provided data to City in a machine-readable format or other format deemed acceptable to City.

#### 5. <u>Disclosure of Conflicts and Confidential Information</u>.

5.1 <u>Disclosure of Conflicts.</u> Vendor hereby warrants to City that Vendor has made full disclosure in writing of any existing or potential conflicts of interest related to Vendor's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Vendor hereby agrees immediately to make full disclosure to City in writing.

5.2 <u>Confidential Information</u>. Vendor, for itself and its officers, agents and employees, agrees that it will treat all information provided to it by City ("City Information") as confidential and will not disclose any such information to a third party without the prior written approval of City.

5.3 <u>Public Information Act</u>. City is a government entity under the laws of the State of Texas and all documents held or maintained by City are subject to disclosure under the Texas Public Information Act. In the event there is a request for information marked Confidential or Proprietary, City will promptly notify Vendor. It will be the responsibility of Vendor to submit reasons objecting to disclosure. A determination on whether such reasons are sufficient will not be decided by City, but by the Office of the Attorney General of the State of Texas or by a court of competent jurisdiction.

5.4 <u>Unauthorized Access.</u> Vendor must store and maintain City Information in a secure manner and will not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Vendor must notify City immediately if the security or integrity of any City Information has been compromised or is believed to have been compromised, in which event, Vendor will, in good faith, use all commercially reasonable efforts to cooperate with City in identifying what information has been accessed by unauthorized means and will fully cooperate with City to protect such City Information from further unauthorized disclosure.

6. <u>**Right to Audit.**</u> Vendor agrees that City will, until the expiration of three (3) years after final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that City will have access during normal working hours to all necessary Vendor facilities and will be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City will give Vendor reasonable advance notice of intended audits.

7. **Independent Contractor.** It is expressly understood and agreed that Vendor will operate as an independent contractor as to all rights and privileges and work performed under this Agreement, and not as agent, representative or employee of City. Subject to and in accordance with the conditions and provisions of this Agreement, Vendor will have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, Vendors, and subcontractors. Vendor acknowledges that the doctrine of *respondeat superior* will not apply as between City, its officers, agents, servants and employees, and Vendor, its officers, agents, employees, servants, contractors, and subcontractors. Vendor further agrees that nothing herein will be construed as the creation of a partnership or joint enterprise between City and Vendor. It is further understood that City will in no way be considered a Co-employer or a Joint employer of Vendor or any officers, agents, servants, employees, contractors, or subcontractors. Neither Vendor, nor any officers, agents, servants, employees, contractors, or subcontractors of Vendor will be entitled to any employment benefits from City. Vendor will be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of its officers, agents, servants, employees, contractors.

Vendor Services Agreement

### 8. Liability and Indemnification.

8.1 <u>LIABILITY</u> - VENDOR WILL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF VENDOR, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS.

TO THE EXTENT ALLOWED UNDER THE LAW, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHAT-SOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO, OR OTHERWISE IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL VENDOR'S LIABILITY IN CONNECTION WITH THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE TOTAL AMOUNT DUE UNDER THIS AGREEMENT.

8.2 <u>GENERAL INDEMNIFICATION</u> - VENDOR HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS, WHETHER REAL OR ASSERTED, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO VENDOR'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, ARISING DIRECTLY OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR MALFEASANCE OF VENDOR, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS.

8.3 <u>INTELLECTUAL PROPERTY INDEMNIFICATION</u> – Vendor agrees to defend, settle, or pay, at its own cost and expense, any claim or action against City that a deliverable infringes any U.S. patent, copyright, trade mark, or similar property right arising from City's use of the deliverable in accordance with this Agreement, it being understood that this agreement to defend, settle or pay will not apply if City modifies or misuses the deliverable. So long as Vendor bears the cost and expense of payment for claims or actions against City pursuant to this section, Vendor will have the right to conduct the defense of any claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, City will have the right to fully participate in any and all such settlement, negotiations, or lawsuit as required to protect City's interest, and City agrees to cooperate with Vendor in doing so. In the event City, for whatever reason, assumes the responsibility for payment of costs and expenses for any claim or action brought against City for infringement arising under this Agreement, City will have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise for action brought against City for infringement arising under this Agreement, City will have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or action brought against City for infringement arising under this Agreement, City will have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or

compromise and to settle or compromise any such claim; however, Vendor will fully participate and cooperate with City in defense of such claim or action. City agrees to give Vendor timely written notice of any such claim or action, with copies of all papers City may receive relating thereto. Notwithstanding the foregoing, City's assumption of payment of costs or expenses will not eliminate Vendor's duty to indemnify City under this Agreement. If the deliverable or any part thereof is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Vendor will, at its own expense and as City's sole remedy, either: (a) procure for City the right to continue to use the software and/or documentation; or (b) modify the software and/or documentation to make it non-infringing, provided that such modification does not materially adversely affect City's authorized use of the software and/or documentation; ; or (c) if none of the foregoing alternatives is reasonably available to Vendor terminate this Agreement, and refund all amounts paid to Vendor by City for the infringing deliverable.

#### 9. Assignment and Subcontracting.

9.1 <u>Assignment.</u> Vendor will not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of City. If City grants consent to an assignment, the assignee will execute a written agreement with City and Vendor under which the assignee agrees to be bound by the duties and obligations of Vendor under this Agreement. Vendor will be liable for all obligations of Vendor under this Agreement prior to the effective date of the assignment.

9.2 <u>Subcontract.</u> If City grants consent to a subcontract, the subcontractor will execute a written agreement with Vendor referencing this Agreement under which subcontractor agrees to be bound by the duties and obligations of Vendor under this Agreement as such duties and obligations may apply. Vendor must provide City with a fully executed copy of any such subcontract.

10. <u>Insurance</u>. Vendor must provide City with certificate(s) of insurance documenting policies of the following types and minimum coverage limits that are to be in effect prior to commencement of any Services pursuant to this Agreement:

10.1 <u>Coverage and Limits</u>

(a) Commercial General Liability:

\$1,000,000 - Each Occurrence \$2,000,000 - Aggregate

(b) Automobile Liability:

\$1,000,000 - Each occurrence on a combined single limit basis

Coverage will be on any vehicle used by Vendor, or its employees, agents, or representatives in the course of providing Services under this Agreement. "Any vehicle" will be any vehicle owned, hired and non-owned.

(c) Worker's Compensation:

Statutory limits according to the Texas Workers' Compensation Act or any other state workers' compensation laws where the Services are being performed

#### Employers' liability

\$100,000 -	Bodily Injury by accident; each accident/occurrence
\$100,000 -	Bodily Injury by disease; each employee
\$500,000 -	Bodily Injury by disease; policy limit

(d) Professional Liability (Errors & Omissions):

\$1,000,000 -	Each Claim Limit
\$1,000,000 -	Aggregate Limit

Professional Liability coverage may be provided through an endorsement to the Commercial General Liability (CGL) policy, or a separate policy specific to Professional E&O. Either is acceptable if coverage meets all other requirements. Coverage must be claims-made, and maintained for the duration of the contractual agreement and for two (2) years following completion of services provided. An annual certificate of insurance must be submitted to City to evidence coverage.

#### 10.2 <u>General Requirements</u>

(a) The commercial general liability and automobile liability policies must include City as an additional insured thereon, as its interests may appear. The term City includes its employees, officients, officials, agents, and volunteers in respect to the contracted services.

(b) The workers' compensation policy must include a Waiver of Subrogation (Right of Recovery) in favor of City.

(c) A minimum of Thirty (30) days' notice of cancellation or reduction in limits of coverage must be provided to City. Ten (10) days' notice will be acceptable in the event of non-payment of premium. Notice must be sent to the Risk Manager, City of Fort Worth, 100 Fort Worth Trail, Fort Worth, Texas 76102, with copies to the Fort Worth City Attorney at the same address.

(d) The insurers for all policies must be licensed and/or approved to do business in the State of Texas. All insurers must have a minimum rating of A- VII in the current A.M. Best Key Rating Guide, or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management. If the rating is below that required, written approval of Risk Management is required.

(e) Any failure on the part of City to request required insurance documentation will not constitute a waiver of the insurance requirement.

(f) Certificates of Insurance evidencing that Vendor has obtained all required insurance will be delivered to the City prior to Vendor proceeding with any work pursuant to this Agreement.

11. <u>Compliance with Laws, Ordinances, Rules and Regulations</u>. Vendor agrees that in the performance of its obligations hereunder, it will comply with all applicable federal, state and local laws, ordinances, rules and regulations and that any work it produces in connection with this Agreement will also comply with all applicable federal, state and local laws, ordinances, rules and regulations. If City notifies Vendor of any violation of such laws, ordinances, rules or regulations, Vendor must immediately desist from and correct the violation.

12. <u>Non-Discrimination Covenant</u>. Vendor, for itself, its personal representatives, assigns, contractors, subcontractors, and successors in interest, as part of the consideration herein, agrees that in the performance of Vendor's duties and obligations hereunder, it will not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. IF ANY CLAIM ARISES FROM AN ALLEGED VIOLATION OF THIS NON-DISCRIMINATION COVENANT BY VENDOR, ITS PERSONAL REPRESENTATIVES, ASSIGNS, CONTRACTORS, SUBCONTRACTORS, OR SUCCESSORS IN INTEREST, VENDOR AGREES TO ASSUME SUCH LIABILITY AND TO INDEMNIFY AND DEFEND CITY AND HOLD CITY HARMLESS FROM SUCH CLAIM.

13. <u>Notices</u>. Notices required pursuant to the provisions of this Agreement will be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:	To VENDOR:
City of Fort Worth Attn: Assistant City Manager 100 Fort Worth Trail Fort Worth, TX 76102-6314 Facsimile: (817) 392-8654	ICF Incorporated L.L.C. Cara Small, Senior Manager Contracts 1902 Reston Metro Plaza Reston, VA 20190Facsimile: (703) 934-3740 <u>Cara.Small@icf.com</u>
With copy to Fort Worth City Attorney's Office at same address	With copy to ICF Legal at the same address

14. <u>Solicitation of Employees</u>. Neither City nor Vendor will, during the term of this Agreement and additionally for a period of one year after its termination, solicit for employment or employ, whether as employee or independent contractor, any person who is or has been employed by the other during the term of this Agreement, without the prior written consent of the person's employer. Notwithstanding the foregoing, this provision will not apply to an employee of either party who responds to a general solicitation of advertisement of employment by either party.

15. <u>Governmental Powers</u>. It is understood and agreed that by execution of this Agreement, City does not waive or surrender any of its governmental powers or immunities.

16. **No Waiver.** The failure of City or Vendor to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein does not constitute a waiver of City's or Vendor's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

17. <u>Governing Law / Venue</u>. This Agreement will be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such action will lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

18. <u>Severability</u>. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

19. Force Majeure. City and Vendor will exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but will not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance, or regulation; acts of God; acts of the public enemy; fires; strikes; lockouts; natural disasters; wars; riots; epidemics or pandemics; government action or inaction; orders of government; material or labor restrictions by any governmental authority; transportation problems; restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any States; civil disturbances; other national or regional emergencies; or any other similar cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected (collectively, "Force Majeure Event"). The performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides notice of the Force Majeure Event, and an explanation as to how it prevents or hinders the Party's performance, as soon as reasonably possible after the occurrence of the Force Majeure Event, with the reasonableness of such notice to be determined by the City in its sole discretion. The notice required by this section must be addressed and delivered in accordance with Section 13 of this Agreement.

20. <u>Headings not Controlling</u>. Headings and titles used in this Agreement are for reference purposes only, will not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

21. <u>Amendments / Modifications / Extensions</u>. No amendment, modification, or extension of this Agreement will be binding upon a party hereto unless set forth in a written instrument, which is executed by an authorized representative of each party.

22. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts and each counterpart will, for all purposes, be deemed an original, but all such counterparts will together constitute one and the same instrument.

23. <u>Warranty of Services</u>. Vendor warrants that its services will be of a high quality and conform to generally prevailing industry standards. City must give written notice of any breach of this warranty within thirty (30) days from the date that the services are completed. In such event, at Vendor's option, Vendor will either (a) use commercially reasonable efforts to re-perform the services in a manner that conforms with the warranty, or (b) refund the fees paid by City to Vendor for the nonconforming services.

24. <u>Immigration Nationality Act</u>. Vendor must verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Vendor must adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Vendor employee who is not legally eligible to perform such services. **VENDOR WILL INDEMNIFY CITY AND HOLD CITY** 

HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY VENDOR, VENDOR'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, OR AGENTS. City, upon written notice to Vendor, will have the right to immediately terminate this Agreement for violations of this provision by Vendor.

25. **Ownership of Work Product.** City will be the sole and exclusive owner of all reports, work papers, procedures, guides, and documentation that are created, published, displayed, or produced in conjunction with the services provided under this Agreement (collectively, "Work Product"). Further, City will be the sole and exclusive owner of all copyright, patent, trademark, trade secret and other proprietary rights in and to the Work Product. Ownership of the Work Product will inure to the benefit of City from the date of conception, creation or fixation of the Work Product in a tangible medium of expression (whichever occurs first). Each copyright Act of 1976, as amended. If and to the extent such Work Product, or any part thereof, is not considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended. If and to the extent such Work Product, or any part thereof, is not considered a "work-made-for-hire" within the meaning of the copyright assigns to City all exclusive right, title and interest in and to the Work Product, and all copies thereof, and in and to the copyright, patent, trademark, trade secret, and all other proprietary rights therein, that City may have or obtain, without further consideration, free from any claim, lien for balance due, or rights of retention thereto on the part of City.

26. <u>Signature Authority</u>. The person signing this Agreement hereby warrants that they have the legal authority to execute this Agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. This Agreement and any amendment hereto, may be executed by any authorized representative of Vendor. Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

27. <u>Change in Company Name or Ownership</u>. Vendor must notify City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of Vendor or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to provide the specified documentation so may adversely impact future invoice payments.

28. No Boycott of Israel. If Vendor has fewer than 10 employees or this Agreement is for less than \$100,000, this section does not apply. Vendor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" has the meanings ascribed to those terms in Section 2271 of the Texas Government Code. By signing this Agreement, Vendor certifies that Vendor's signature provides written verification to the City that Vendor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

29. <u>Prohibition on Boycotting Energy Companies</u>. Vendor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. To the extent that Chapter 2276 of the

Government Code is applicable to this Agreement, by signing this Agreement, Vendor certifies that Vendor's signature provides written verification to City that Vendor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.

30. **Prohibition on Discrimination Against Firearm and Ammunition Industries.** Vendor acknowledges that except as otherwise provided by Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Vendor certifies that Vendor's signature provides written verification to City that Vendor: (1) does not have a practice, policy, guidance, or directive that discriminate against a firearm entity or directive that discriminates against a firearm entity are that discriminates against a firearm entity or firearm trade association to City that Vendor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association to City that Vendor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

31. **Electronic Signatures**. This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "electronic signature" means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.

32. **Entirety of Agreement.** This Agreement contains the entire understanding and agreement between City and Vendor, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

(signature page follows)

### ACCEPTED AND AGREED:

CITY OF FORT WORTH: By: Jesica McEachern Title: Assistant City Manager	<b>CONTRACT COMPLIANCE MANAGER:</b> By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.
Date: Nov 5, 2024 APPROVAL RECOMMENDED:	By: <u>Jerin Smith</u> Name: Jerin Smith Title: Neighborhood Development Coordinator
By: Name: Kacey Bess Title: Neighborhood Services Director ATTEST:	APPROVED AS TO FORM AND LEGALITY:
By: (	CONTRACT AUTHORIZATION: M&C: 24-0554 Form 1295: 2024-1165431

### **VENDOR:**

### ICF INCORPORATED L.L.C.

Cara M. Small By:

Name: Cara Small Title: Senior Manager, Contracts

### **EXHIBITS:**

EXHIBIT "A" --- Scope of Services EXHIBIT "B" --- Fees and Price Schedule EXHIBIT "C" --- Request for Proposal

### EXHIBIT A

### SCOPE OF SERVICES

Vendor will provide comprehensive consulting services to the City of Fort Worth Neighborhood Services Staff for the implementation of the disaster recovery programs funded by the Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) grant. Vendor will work with City staff to support managing program operations, managing subrecipients, and addressing any capacity gaps, if any. The scope of work includes the following tasks:

Task 1: Program Design

- Comprehensive design for the housing, infrastructure, and mitigation programs
- Policy development
- Compliance with HUD Federal Register notice allocating these funds
- Duplication of Benefits (DOB) Analysis

Task 2: Monitoring Plans

- Assist with finalizing City's CDBG-DR policies and procedures
- Develop customized plans based on CDBG-DR monitoring checklists
- Educate on how projects and programs will be monitored for compliance

Task 3: Program Operations

- Effective communication with stakeholders and the public regarding processes, availability of funding, and access to the CDBG-DR application
- Identify actions that can be carried out concurrently to alleviate roadblocks, save time, and costs.
- Assist with case management/intake, inspections, financial management, construction management, and monitoring.
- Provide training and tools that City staff can utilize

Task 4: Ongoing Technical Assistance (TA) and CDBG-DR Updates

- Assist in troubleshooting issues
- Coordinate with City staff on specific training/job aids to ensure compliance

Task 5: Support with Cross-cutting Regulations/CDBG-DR Updates; will be provided on an as needed basis and at the direction of the City.

• Provide City staff with any federal regulatory updates

Task 6: Other Support and Consulting Functions.

- TA to support the City throughout the program life cycle, scaling our TA resources up or down at the City's discretion.
- Support may include unanticipated requests that are not currently included within tasks 1 through 4, up to 100 hours, within the maximum not-to-exceed (NTE) price.

### Timeline

The following is a list of key tasks and/or deliverables by contract year based on the parties' understanding of the scope of services at the time of this Agreement:

Schedule and Milestones	Year 1 Estimated Delivery / Duration
Task 1: On-Site Project Kick-Off and Program Design Procedures	
Project Kick-Off 14 days after contract NTP.	10/1/2024 - 10/7/2024
Introduce ICF project team, discuss priority needs, and submit Final Work Plan to NSD	10/1/2024 - 10/7/2024
Virtual SF Housing Kick-Off meeting	10/1/2024 - 10/7/2024
Virtual Multifamily Kick-Off meeting	10/1/2024 - 10/7/2024
Virtual Infrastructure and Mitigation Kick-Off meeting	10/1/2024 - 10/7/2024
Write policies for all programs and/or focus on priority programs to launch.	Oct 2024 - Nov 2024 / Ongoing as needed
Develop workflows and SOPs for all programs and/or priority programs to launch.	Nov 2024 - Dec 2024 / Ongoing as needed
Determine cross-cutting compliance requirements, develop policies, and deliver training.	Dec 2024 - Jan 2025 / Ongoing as needed
Task 2: Monitoring Plans	
Develop and maintain Risk Assessment and Monitoring Plan for Housing Programs and checklists	Oct 2024 - Nov 2024 / Ongoing as needed
Develop and maintain Risk Assessment and Monitoring Plan for Infrastructure and checklists	Oct 2024 - Nov 2024 / Ongoing as needed
Develop and maintain Monitoring Plan for Developers and checklists	Dec 2024 - Jan 2025 / Ongoing as needed
Develop and maintain Monitoring Plan for Contractors and checklists	Dec 2024 - Jan 2025 / Ongoing as needed
On-going monitoring of CDBG-DR activities	Feb 2025 - Aug 2025 / Ongoing as needed
Task 3: Program Operations	
Begin Tier 1 Environmental Review for Housing Programs	Nov 2024 - Jan 2025 / Ongoing as needed
Begin and support Environmental Review(s) for Infrastructure	Nov 2024 - Jan 2025 / Ongoing as needed
Develop and refine program tools such as applications and guidelines	Starts Dec 2024 and Ongoing as needed
Secure and support Housing Counseling Services	Starts Jan 2025 and Ongoing as needed
Begin and support applicant intake for housing programs	Starts Jan 2025 and Ongoing as needed
Begin and support damage assessments, inspections, Tier 2s	Feb 2025 - Mar 2025 / Ongoing as needed
Begin housing rehabilitation - after AUGF	Starts Apr 2025 and Ongoing as needed
Begin and support Infrastructure project(s) - after AUGF	Starts Apr 2025 and Ongoing as needed
Virtual Finance and Administration Kick-Off meeting	

Schedule and Milestones	Year 1 Estimated Delivery / Duration		
Assist staff DRGR set-up, program reports, QPRs, and financial compliance requirements	Starts Oct 2024 and Ongoing as needed		
Assist with procurement of services if needed	Oct 2024 - Nov 2024 / Ongoing as needed		
Assist with document control and project files	Ongoing as needed		
On-going technical assistance and CDBG-DR program updates	Ongoing as needed		
Task 4: On-going technical assistance and CDBG-DR program updates	Ongoing as needed		
Task 5: Provide support for compliance and cross-cutting federal requirement (as needed)	Ongoing as needed		
Task 6: Other Support Provided (as needed)	Starts May 2025 and Ongoing as needed		

Schedule and Milestones	Year 2 Estimated Delivery / Duration
Task 1: On-Site Project Kick-Off and Program Design Procedures	
Project Kick-Off 14 days after contract NTP.	N/A
Introduce ICF project team, discuss priority needs, and submit Final Work Plan to NSD	N/A
Virtual SF Housing Kick-Off meeting	N/A
Virtual Multifamily Kick-Off meeting	N/A
Virtual Infrastructure and Mitigation Kick-Off meeting	N/A
Write policies for all programs and/or focus on priority programs to launch.	N/A
Develop workflows and SOPs for all programs and/or priority programs to launch.	N/A
Determine cross-cutting compliance requirements, develop policies, and deliver training.	N/A
Task 2: Monitoring Plans	
Develop and maintain Risk Assessment and Monitoring Plan for Housing Programs and checklists	N/A
Develop and maintain Risk Assessment and Monitoring Plan for Infrastructure and checklists	N/A
Develop and maintain Monitoring Plan for Developers and checklists	N/A
Develop and maintain Monitoring Plan for Contractors and checklists	N/A
On-going monitoring of CDBG-DR activities	N/A
Task 3: Program Operations	
Begin Tier 1 Environmental Review for Housing Programs	N/A
Begin and support Environmental Review(s) for Infrastructure	N/A

Develop and refine program tools such as applications and guidelines	N/A
Secure and support Housing Counseling Services	N/A
Begin and support applicant intake for housing programs	N/A
Begin and support damage assessments, inspections, Tier 2s	N/A
Begin housing rehabilitation - after AUGF	N/A
Begin and support Infrastructure project(s) - after AUGF	N/A
Virtual Finance and Administration Kick-Off meeting	N/A
Assist staff DRGR set-up, program reports, QPRs, and financial compliance requirements	N/A
Assist with procurement of services if needed	N/A
Assist with document control and project files	N/A
On-going technical assistance and CDBG-DR program updates	N/A
Task 4: On-going technical assistance and CDBG-DR program updates	Ongoing as needed
Task 5: Provide support for compliance and cross-cutting federal requirement (as needed)	Ongoing as needed
Task 6: Other Support Provided (as needed)	Ongoing as needed

### EXHIBIT B FEES AND PRICE SCHEDULE

Vendor will submit an invoice by the 15<sup>th</sup> of each month based on hours and expenses incurred. Each invoice will include the associated task(s) (Tasks 1-6), a description of services provided, the number of hours spent on each task, the per hour rate for each labor category, and a cumulative total for all hours completed. Vendor will provide timesheets worked for that month and all receipts for travel including, but not limited to, mileage report for drive time, airfare, per diem for food (all receipts provided), and hotel stay.

Vendor's total estimated labor cost for all six tasks is \$948,988.00 and estimated travel expenses are \$33,012.00. Estimated hours by task and labor category, and hourly rates by year and labor category are provided within the table below.

				Labor Ca	ategories					~	
Tasks		Project Manager Hourly Rates		Lead Hourly Rates		Support Staff Hourly Rates		Total Labor		Total Travel	Total Estimated
		Year 1 - \$180	Year 2 - \$185	Year 1 - \$160	Year 2 - \$165	Year 1 - \$140	Year 2 - \$144	Year 1	Year 2		T&M Price
Task 1: Program Design	Hours	200	0	490	0	1284	0	1974	0		\$294,160
Task 2: Monitoring Plans	Hours	40	0	100	0	200	0	340	0		\$51,200
Task 3: Program Operations	Hours	15	0	480	0	1488	0	1983	0		\$287,820
Task 4: Ongoing Technical Assistance and Program Updates	Hours	128	312	192	404	128	312	448	1028		\$240,988
Task 5: Support with Cross-cutting Regulations	Hours	64	104	64	104	0	0	128	208		\$58,160
Task 6: Other Suppot and Consulting Functions	Hours	0	8	0	92	0	0	0	100		\$16,660
Estimated Total T&M Price:	Dollars	\$80,460	\$78,440	\$212,160	\$99,000	\$434,000	\$44,928	\$726,620	\$222,368	\$33,012	\$982,000

### Travel

In addition to consulting fees, the City will reimburse Vendor for reasonable and customary expenses including expenses incurred for travel, such as local transportation, lodging, and meals. **However, City will not be liable for any traveling expenses unless City first approves such expenses in writing.** Travel expenses will be billed to the City monthly in arrears as incurred. Vendor estimates a total travel cost up to \$33,012. The travel estimate is predicated on the Vendor's assumption that the Project Manager will spend three (3) months onsite during the launch phase, and one week of the following three (3) months onsite. Key leads will travel to Fort Worth for up to two (2) three-day trips. Additional expenses beyond the estimated amount will require review and approval by City.



March 15, 2024 VOLUME I. TECHNICAL PROPOSAL | RFP # NSD24-002

# **Disaster Recovery Staff Augmentation**

### Submitted to:

**City of Fort Worth Neighborhood Services Department** 200 Texas Street Fort Worth, TX 76102

Sharon Burkley Community Development Planning Manager 817.392.5785 sharon.burkley@fortworthtexas.gov

### Submitted by:

ICF Incorporated, L.L.C. 1902 Reston Metro Plaza Reston, VA 20190 703.934.3000

**Cara Small** Senior Manager, Contracts 804.200.1646 cara.small@icf.com





## **Cover Letter**

ICF Incorporated, L.L.C. 1902 Reston Metro Plaza Reston, VA 20190 703.934.3000

March 14, 2024

City of Fort Worth Neighborhood Services Department Attn: Sharon Burkley, Community Development Planning Manager 200 Texas Street Fort Worth, TX 76102

Subject: Request for Proposals (RFP) Number NSD24-002-Disaster Recovery Staff Augmentation

Dear Ms. Burkley:

ICF Incorporated, L.L.C. (ICF) is pleased to submit our response to the subject RFP and acknowledge receipt of Addendum 1 dated 3/4/2024 and the Frequently Asked Questions (FAQ) document issued 3/6/2024.

The City of Fort Worth's Neighborhood Services Department (NSD or the City) has taken significant steps to address affordable housing and resilience for its disaster-affected residents. The City's thoughtful action plan, developed in collaboration with local and federal stakeholders, prioritizes these critical needs. As a first-time Community Development Block Grant Disaster Recovery (CDBG-DR) grantee and a longstanding U.S. Department of Housing and Urban Development (HUD) entitlement grantee, the City has a solid foundation with an experienced team, robust systems, and internal controls to ensure CDBG-DR programs will be implemented effectively.

The City is seeking a strategic partner to enhance their efforts, and ICF is ready to immediately support NSD staff as their consultant and partner through the next phases of recovery. Our unparalleled CDBG-DR experience will help NSD finalize program design, launch initiatives, and ensure compliance from launch through closeout. Together, we will help NSD with Ft. Worth's resilient recovery by offering:

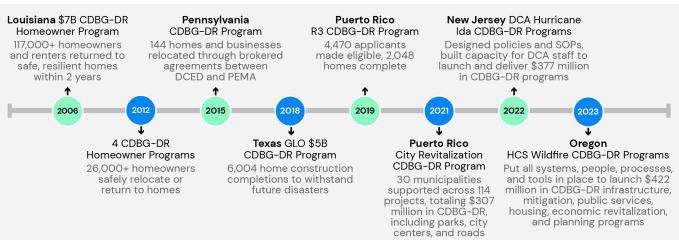
- Experience resulting in timely and cost-effective program design and operations, drawing from decades of proven best practices
- Compliance resulting in a streamlined experience for applicants and audit-ready files that are documented in the City's and HUD's systems of record
- Efficiency resulting in replicable procedures, transparent program operations, and timely delivery of much-needed recovery and mitigation assistance.

ICF, a top-tier multidisciplinary consulting firm, has successfully implemented **CDBG-DR** recovery and resiliency programs across **84 different disaster declarations**, including throughout Texas since 2018. With over **25 years of experience**, we have consistently provided reliable program

# →I∠ ✓ICF

design, monitoring, program operations, and technical assistance (TA) and training to HUD's grantees, subrecipients, developers, and beneficiaries. Our expertise helps them navigate complex grant and financial requirements, prepare for launching new programs, leverage other federal disaster assistance, build new and adapt existing programs and processes, and establish replicable systems for implementing recovery and mitigation programs compliantly and efficiently from launch through closeout. As the nation's leading CDBG-DR TA and training provider, we have also been actively involved in the daily work required to implement these programs alongside local government agencies, states, developers, and nonprofit organizations. Our unwavering focus on outcomes and delivery ensures a legacy across all CDBG-DR projects and programs we support.

Our Fort Worth–native project manager, Deb Siefert, along with assigned key and support staff are ready to assist the City with **program design** by expanding the programs outlined in the City of Fort Worth's Action Plan with guidelines, policies, and procedures to ensure they are ready to launch. They will share their deep HUD experience in **monitoring plan** development to ensure the City and its subrecipients are always audit-ready; showcase ICF's exceptional **CDBG-DR program operations** experience; offer on-demand **TA** for all areas of CDBG compliance, including complex **cross-cutting** federal regulations; and be available for **other support** as requested by NSD.



Legacy of Lasting Results

ICF's proposal remains valid for a period of not less than 90 days from the solicitation due date, and our proposal does not include the use of subconsultants. Cara Small, the signatory below, is duly authorized to bind ICF to the terms of our proposal. For any questions, requests for clarification, or additional information, please include the following individuals:

Cara Small Senior Manager, Contracts 1902 Reston Metro Plaza Reston, VA 20190 804.200.1646 <u>cara.small@icf.com</u> Deb Siefert Director, Disaster Management Address Confidential Fort Worth, TX 76117 303.728.6357 <u>deborah.siefert@icf.com</u>



We appreciate the consideration of our qualifications and look forward to the opportunity to provide exemplary service to the City. Please let us know if we can help answer any questions you may have related to ICF's proposal.

Sincerely,

Cara M. Small

Cara M. Small Senior Manager, Contracts



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# Disaster Recovery Staff Augmentation Volume I. Technical Proposal

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## 1 Qualifications, Related Experience and References

### **ICF Firm Profile**

ICF International, Inc. formed in 1999 under the name ICF Consulting Group Holdings, L.L.C. in a bid to purchase our principal operating subsidiary, founded in 1969, from a larger services organization. Our common stock trades on the NASDAQ Global Select Market under the symbol "ICFI". ICF Incorporated, L.L.C., the bidding entity for this proposal, is a wholly owned subsidiary of ICF Consulting Group, Inc., whose ultimate parent company is ICF International, Inc. ICF Consulting Group, Inc. has 100% ownership of ICF Incorporated, L.L.C., and ICF International, Inc. has 100% ownership of ICF Consulting Group, Inc. Our principal executive office is currently located at 1902 Reston Metro Plaza, Reston, Virginia 20190. We provide professional services and technology–based solutions to government and commercial clients, including management, marketing, technology, and policy consulting and implementation services. We serve clients with a global network of 39 regional offices throughout the U.S., and 24 offices in key markets outside of the U.S. Today ICF International is a \$1.55– billion publicly traded global consulting and technology services provider, with over 16 subsidiaries, including ICF Incorporated, L.L.C., the bidding entity for this proposal. ICF International employs over 9,000 employees worldwide, including 92 Texas-based employees and this proposal's Project Manager in Fort Worth.



ICF's Disaster Management division helps communities mitigate against, respond to, and recover from natural disasters. As an established leader, we bring deep on-the-ground experience from nearly every major natural disaster in recent U.S. history. Over the last two decades, we've successfully supported recovery efforts in Texas, Florida, Louisiana, Oklahoma, Missouri, Kentucky and more. Additionally, ICF is one of the lead training and technical assistance providers to HUD, where we help new and experienced CDBG-DR grantees navigate the nuances and flexibility that come with all versions of CDBG programs and funding sources.



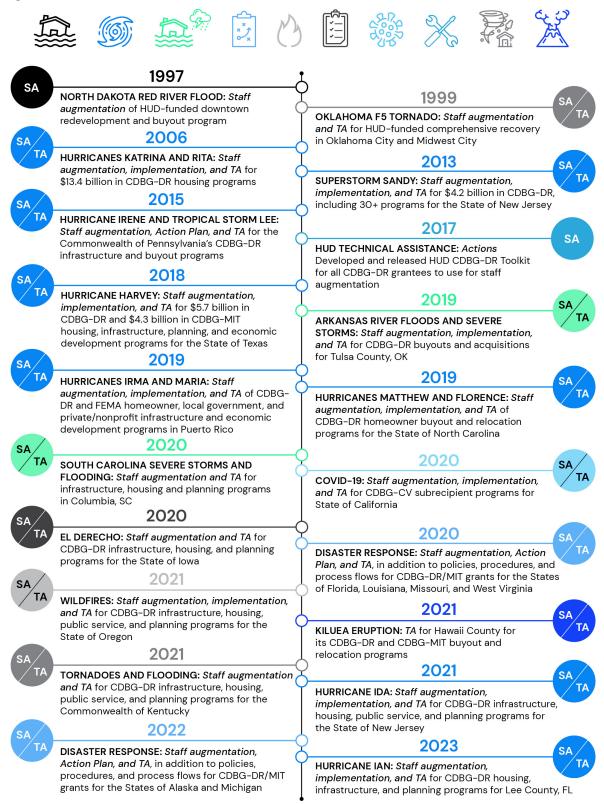


We've successfully worked with clients across the country, handling similar projects. As you can see through <u>Exhibit 1</u> below, for the past 25 years, we have specialized in developing and implementing CDBG-DR and CDBG-MIT (mitigation) programs and projects across the country, always complying with applicable federal, state, and local regulations, tailored to meet the needs of impacted communities, with an emphasis on supporting those who have struggled the most to recover prior to the availability of CDBG-DR funding.

We are honored by the prospect of supporting Fort Worth, as we are committed to making Texas stronger in the face of future disasters, just as we've done for the State of Texas and local governments in Texas since 2018. Our team includes Fort Worth residents, and we offer Texasbased training, best practices, and staff experienced in grant management, case management, monitoring and compliance, procurement, financial management, data analysis, reporting, and administration of affordable housing, public infrastructure, and community development.



Exhibit 1. ICF's CDBG–DR Staff Augmentation (SA), TA, and Implementation Experience Give the City the experience, compliance, and efficiency capacity it needs to deliver CDBG–DR programs.





## **ICF Financial Condition Statement**

ICF has the financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. ICF's collective affiliates shared financial strength is demonstrated by both its net income of \$71.1 million and its favorable cash flow by the generation of \$110 million in cash from operations, which shows ICF has been on a consistent growth trajectory, doubling in size every 5 years for the past 2 decades. Supporting ICF's growth is its access to additional capital through both a \$1.55-billion credit facility provided by a consortium of major banks and to the financial markets as a publicly traded company. ICF's consolidated revenues and profitability combined with the size of its staff and its many offices worldwide ensure that all necessary resources to field a well-qualified staff and procure the latest technologies to support its customers are available to the bidding entity.

Further information about ICF's financial capabilities can be found at investor.icf.com.

## **Contract Terminations**

ICF does not have any contract terminations within the past 3 years.

### **Recent Experience**

ICF boasts an unparalleled track record of providing CDBG-DR program design, operations, compliance, and TA support through closeout to disaster-impacted cities, counties, states, and territories across the United States. We have the experience and knowledge to mobilize teams and establish programs that can be replicated and tailored to meet client needs. We are responsible for successfully implementing single-family and multifamily housing programs that include rehabilitation, new construction, and homebuyer assistance for some of the nation's largest housing recoveries on record in Texas, Louisiana, New Jersey, and Puerto Rico. We operate compliant programs that are designed to minimize the burden on low-income survivors, developers, and communities.

Most importantly, ICF has experience carrying out the same scope of work (SOW) included in this request for proposals (RFP) for cities and counties that are operating at a similar scale and are subject to HUD's entitlement rules and regulations, like Columbia, SC; Bowling Green, KY; Longmont, CO; Tulsa County, OK; and Lee County, FL. All these are examples of work ICF has performed within the past 5 years, and many of them are ongoing. ICF is actively supporting grantees who are operating disaster

### **ICF Is Ready to Support NSD**

### COMPLETENESS OF RESPONSE

ICF has reviewed the RFP, including applicable addenda, and developed this **complete response** for the City's consideration.

**OVALIFICATIONS OF FIRM** 

ICF has an **unparalleled** track record of providing CDBG-DR program design, operations, compliance, and TA supporting single-family and multifamily housing and infrastructure programs for some of the nation's largest housing recoveries.

O QUALIFICATIONS OF PERSONNEL

Our identified key staff all have **more than 10 years** of recent CDBG-DR experience, and our support staff average over 13 years.

WORK PLAN/PROJECT UNDERSTANDING AND APPROACH

ICF will build a workplan based on **our extensive knowledge and experience**. In line with the City's identified needs, our plan will utilize tools and processes to manage project schedules, costs, and budgets.

#### 🏹 COST

ICF experts will apply thoughtfully identified labor categories to provide a range of roles needed to complete the outlined scope of work in a **cost reasonable** and effective way.



recovery programs under the same allocation notice, meaning we are knowledgeable of the disaster specific waivers and requirements applicable to these funds.

We have highlighted three of these recent qualifications. Each of these communities faces similar, multifaceted pre-disaster challenges faced by Fort Worth's impacted communities:

- Urban growth resulting in undue pressure on aging and vulnerable public infrastructure
- Limited affordable housing options for low- and moderate-income (LMI) residents in a context of an expanding city and suburbs
- A growing number of risks brought on by an increased frequency of loss of life and property from various hazards—cold, heat, storms, and flooding

Partnering with each of these communities, ICF is delivering efficient and compliant programs to build lasting capacity and we look forward to working with the City of Fort Worth's Neighborhood Services Department (NSD or the City) to do the same. Below we provide examples of ICF's experience performing work similar in nature to the RFP along with references from these projects in compliance with Items 4 and 7 of the Qualifications, Related Experience, and References section of the RFP. Because our proposal does not include subconsultants, no such qualifications or references are provided, per Items 5 and 6 of the same section.

### **Qualifications and References**

**Exhibit 2** highlights some of our recent and most relevant contracts and identifies which elements of this RFP's SOW are similar to the SOW in those contracts, demonstrating that we have the local government, CDBG–DR experience needed to carry out the full SOW included in this RFP. In these examples, ICF played a pivotal role in assisting its partners in successfully navigating federal audits and achieving tangible and measurable results from their CDBG–DR funds. The RFP requests examples of similar completed projects but given where these local grantees and subrecipients are in the lifecycle of their grants, we have active and completed contracts to share.

	SOW Requirements						
Project (C= Complete) (A = Active)	Program Design, Training, and TA	Policies, Procedures, and Workflows	Operations, Including Case Management, Inspections, and Construction Management	Financial Management, Underwriting, Disaster Recovery Grants Reporting (DRGR), Reporting, and Document Control	Cross-cutting Federal Requirements, Compliance, and Monitoring		
City of Columbia, SC CDBG-DR and CDBG-MIT (A)	•	•	•	•	•		
City of Longmont, CO (C)	•	•	•		•		
City of Bowling Green, KY (A)	•	•	•	•	•		
Lee County, FL CDBG-DR Staff Augmentation (A)	•	•	•	•	•		

Exhibit 2. Examples of ICF's recent experience performing work of a similar nature to this RFP.



	SOW Requirements						
Project (C= Complete) (A = Active)	Program Design, Training, and TA	Policies, Procedures, and Workflows	Operations, Including Case Management, Inspections, and Construction Management	Financial Management, Underwriting, Disaster Recovery Grants Reporting (DRGR), Reporting, and Document Control	Cross-cutting Federal Requirements, Compliance, and Monitoring		
Tulsa County, OK Buyout Program Design and Operations (A)	•	•	•	•	•		

For the three recent, similar examples within the past 5-years, available funding has allowed the City of Bowling Green, KY (Qualification and Reference 1), to solicit support across CDBG, CDBG-DR, and U.S. Department of the Treasury funding and for the City of Columbia, SC (Qualification and Reference 2), to amend their contracts with ICF and add additional scope when another one of their vendors failed to meet their deliverables. The City of Longmont (Qualification and Reference 3) project reflects a fully closed-out contract where all work was completed with available funding.

### **Qualification and Reference 1**

CDBG, CDBG-DR, and U.S. Department of the Treasury Housing and Administrative Services					
Client	City of Bowling Green				
Period of Performance	04/11/2023-Present				
Project Location	Bowling Green, KY				
Total Contract Value	\$265,000				
Key Personnel	Deb Siefert, Shanikqua "Shaq" Freeman				
	Name: Brent Childers	Phone: 270.393.3000			
Client Reference	Title: Director, Neighborhood & Community Services	Email: <u>brent.childers@bgky.org</u>			

### **Project Description**

In Bowling Green, ICF developed a comprehensive approach to urban development and housing, including drafting an addendum to the City of Bowling Green's CDBG implementation manual to align the entitlement program manual with CDBG–DR guidelines. ICF collaborated with the city to focus on the redevelopment of three city-owned properties. This involved extensive TA and outreach, including ICF's facilitating a community leader meeting for discussions on the proposed disposition and redevelopment of the properties. ICF produced a property report detailing the history and current state of the properties and drafted an RFP for the redevelopment and disposition of the historically significant properties. ICF assisted the city in managing the RFP process from beginning to end, including developing a transparent, objective scoring sheet based on RFP criteria for the city and neighborhood review committee members to use in their project selection process.

ICF also assisted the city with developing a process to identify projects and allocate \$2 million in Coronavirus Local Fiscal Recovery Funds (CLFRF) awarded by the U.S. Department of the Treasury for housing recovery. ICF used a multi-phased process that included a comprehensive survey and letter of interest (LOI) focused on potential eligible low-income housing developers (i.e., developers, nonprofit organizations, etc.), which was followed by a full RFP. The LOI laid the foundation for leadership to clearly present the housing needs in the city, identify potential opportunities for affordable housing development, and highlight the experience of local developers. ICF then assisted the city with reviewing responses and used that information to collaborate and design a program around the identified needs. The LOI process was paramount to the development of the program guidelines, funding application, and RFP processes. With input and programmatic priorities from city staff, ICF developed CDBG–DR program guidelines along with the following tools to streamline the project selection and evaluation process:

- A detailed application that captured all relevant data to the development, including the fiscal and operational capacities of the applicant
- A comprehensive underwriting workbook that included formulations to analyze the total development budget, cost reasonableness, the project pro forma (i.e., revenues and expenses), cashflow and debt service analysis, and fiscal viability of the proposed projects.
- A comprehensive project selection scoring workbook that evaluated the project's scoring among all reviewers/evaluators

In conjunction with city staff, ICF thoroughly reviewed all the RFP responses. The responses received did not conform with the city's priorities at the time. Consequently, ICF developed and provided the city with other funding strategies and recommendations to effectively use the CLFRF funding. The plan included aligning the timing, availability, and use of the funds with the State of Kentucky's Low Income Housing Tax Credit (LIHTC) program and special funding offered by the state to maximize the funding.

### Work of a Similar Nature to That Solicited in This RFP

Like the City of Fort Worth, the City of Bowling Green is a CDBG entitlement city, navigating the complexity of using CDBG-DR funding along with other available federal programs. In addition, Bowling Green is experiencing significant population growth from expanded local industry and people moving from Nashville. This has placed great pressures on affordable housing, which was exacerbated by tornado disasters in 2021. The scope of services provided by ICF mirrors those requested by NSD in that the SOW included **program design** for affordable housing, **underwriting**, and **TA** for anticipated CDBG-DR award from the State of Kentucky and **policies**, **operations**, **financial management**, and **other services** in aligning the best funding sources to meet the city's priorities.

City of Columbia Program Management Services for CDBG-DR and CDBG-MIT						
Client	City of Columbia, South Carolina, Office of Community Development					
Deried of Derformence	CDBG-DR: 12/03/2020-12/31/2024					
Period of Performance	CDBG-MIT: 01/01/2020-01/28/2026					
Project Location	Columbia, SC					
Total Contract Value	CDBG-DR: \$2,876,361					
	CDBG-MIT: \$975,054					
Key Personnel	Candye Anderson, Sue Southon					
Client Reference	Name: Missy Gentry	Phone: 803.545.3373				
	Title: Assistant City Manager	Email: missy.gentry@columbiasc.gov				

### **Qualification and Reference 2**

### **Project Description**

ICF holds two contracts with the City of Columbia: one for its direct CDBG-MIT grant, and the other for its direct CDBG-DR grant.

CDBG-MIT

ICF was first awarded a contract to help the City of Columbia write its CDBG-MIT action plan and all CDBG-MIT program policies and procedures. This included setting up the processes for reviewing and selecting mitigation infrastructure projects then ensuring compliance from design through implementation. In addition, ICF built a system of record (SOR) for the city's CDBG-DR and -MIT programs that is owned and controlled by the city. This SOR provides easy access for City staff to document critical programmatic and applicant information in line with the program workflows and statuses. This helps the City and ICF manage the program pipeline and ensure files are always audit-ready and allows the city to upload timely and accurate DRGR reports to HUD and communicate to the public on program and project status. As part of this initial contract, ICF also helped the city develop its financial management protocols, building reports that help reconcile program obligations and expenditures and reconcile DRGR data to the city's accounting systems. Our team also helps develop projections and correctly allocate costs to administration, planning, and activity delivery to maximize timely expenditure of funds and make best use of limited administration funding.

### CDBG-DR

Subsequently, the city issued another RFP to seek support with closing out its CDBG-DR grant. Under this contract, ICF provides program and construction management services. ICF was brought in to replace the prior low-cost nonprofit program and construction manager because they failed to complete the housing recovery work under their contract. Through our regulatory, programmatic, and construction management services, ICF helped the city resolve all HUD findings resulting from the actions of the prior program manager. All housing applicant files were reviewed for compliance, verification of eligibility, duplication of benefits (DOB) calculations, and environmental assessments. Appropriate documentation of construction activity and invoicing has been included to complete the closeout process for each applicant. To further support grant closeout, ICF is working with the city to resolve ongoing issues with applicants' warranty requests, supporting city staff with construction management.

### Work of a Similar Nature to That Solicited in This RFP

ICF's experience with the City of Columbia is similar to the City of Fort Worth SOW in that the city is an entitlement community that received direct CDBG-DR and CDBG-MIT allocations from HUD. Under these contracts, ICF has delivered all services included in this RFP, with a great emphasis on TA, program designs and workflows, policy and procedure support, project underwriting, financial management, training and compliance, mitigation expertise, operations and case management, construction management, and monitoring of program progress and compliance.

Professional Consulting Services for CDBG and Affordable Housing Program Management					
Client	Longmont City, Colorado				
Period of Performance	04/19/2022–09/30/2022				
Project Location	Longmont, CO				
Total Contract Value	\$59,850				
Key Personnel	Deb Siefert				
	Name: Molly O'Donnell	Phone: 303.651.8530			
Client Reference	Title: Housing and Community Investment Division Director	Email: molly.o'donnell@longmontcolorado.gov			

### **Qualification and Reference 3**



### **Project Description**

The City of Longmont experienced a changeover of senior CDBG administrative staff and staff administering their city-funded affordable housing program and solicited consultant support to help build the new staff's capacity to administer the city's housing programs. ICF was hired to support the city by providing a CDBG training series to new staff, which included national objectives, reporting and record keeping, eligible activities, housing, public facilities/improvements, public services, economic development, verifying income following Part 5 methodology, Section 3 Final Rule, and federal cross-cutting requirements such as Davis-Bacon and Related Acts (DBRA).

ICF updated the city's conflict of interest policy to include current regulations and created conflict of interest annual training materials and forms for city staff to provide to elected officials and subrecipients. ICF supported operations and compliance with federal and local cross-cutting regulations for the city's programs, including reviewing and updating the delegation agreement and creating a competitively awarded project tracker. ICF also developed a Section 3 reporting form that included business concern certification, self-certification, and Section 3 worker reporting.

During the contract period, the city published a CDBG notice of funding availability. ICF staff assisted with review of the applications, checking for compliance with local, state, and federal regulations, and proposed project feasibility using an ICF-created application rating document and checklist.

ICF helped the city with review and income verification of 40 downpayment assistance applications, using the Part 5 income verification methodology and created application processing checklists to help city program staff deliver the down payment assistance and rehabilitation programs, ensuring compliance with all federal cross-cutting requirements (e.g., environmental, cost-reasonableness). These checklists can be used for each round of their programming in future years.

In addition, ICF provided IDIS TA for the creation of the annual action plan, which included creating a CDBG calendar of events schedule to help the city identify when plans, reports, and public outreach should be initiated and completed. This tool provides a replicable guide for city staff to use each time they update or create their plan.

#### Work of a Similar Nature to That Solicited in This RFP

The City of Longmont is also an entitlement community that is responsible for the full administration of its HUD allocations and was the lead agency for the Boulder County Collaborative (BCC) CDBG-DR programs for housing repair, buyout, and infrastructure following the 2013 floods in Colorado. Deb Siefert led the recovery for the BCC prior to joining ICF. The city had foundational systems, but with staff turnover, the city needed foundational training; updated and replicable program workflows, procedures, and management; TA; financial management and reporting; and federal cross-cutting and operations support for new staff to have the capacity deliver their programs in future years.



## 2 Proposed Staffing and Project Organization

## **Key Primary Personnel**

While ICF's executive offices are in Reston, VA, ICF supports our partners across the country in our many regional offices and onsite with project staff. Our nationwide team of key personnel is bolstered by their extensive topical experience, qualifications, and commitment to deliver the full scope of program design, compliance, operations, and TA included in this RFP. **All our key staff have CDBG-DR experience in the past 10 years, and all our key staff have 10 or more years of similar experience with the work included in this RFP.** Our team members collectively bring the full spectrum and depth of grant and financial management, regulatory compliance, program operations, reporting, applicant intake, underwriting, and knowledge of other federal programs needed to do this work compliantly and efficiently while building NSD's capacity and engaging the City's stakeholders along the way. In <u>Exhibit 3</u>, we provide Items 1, 2, 3, and 4 in accordance with the *Proposed Staffing and Project Organization* section of the RFP. Item 6, resumes for key personnel, is provided as Section 5 of this document. Because this proposal does not include subconsultants, Item 5 is omitted.

ICF Team Expert	Staffing Commitment*	Office Location	Highest Level of Education & Credentials	Years of professional Experience	Primary vs. Support	Noteworthy Successful Project Experience
Deb Siefert, Project Manager	45%	Fort Worth, TX	JD	25	Primary	Texas General Land Office (GLO); City of Longmont, CO; Florida Department of Commerce (COM); North Carolina Office of Recovery and Resilience Buyout and Uniform Relocation Assistance and Real Property Acquisition Act (URA), New Jersey Department of Community Affairs (DCA)
Ndubuisi "Onye" Ibeh, Financial, Compliance, Reporting, and SOR Lead	20%	Atlanta, GA	MPA	10	Primary	Texas GLO, Oregon Housing and Community Services (OHCS), Iowa Economic Development Authority (IEDA), Kentucky Department for Local Government (DLG)
Candye Anderson, Single Family Housing Lead	20%	Beaumont, TX	MEd	31	Primary	Texas GLO, City of Columbia, SC, City of Houston Housing Assistance Program

Exhibit 3. Our Key Primary Personnel All have CDBG-DR Experience in the Past 10 years and are ready to deliver CDBG-DR best practices from Texas and around the country.

ICF Team Expert	Staffing Commitment*	Office Location	Highest Level of Education & Credentials	Years of professional Experience	Primary vs. Support	Noteworthy Successful Project Experience
Shanikqua "Shaq" Freeman, Multifamily Housing Lead	20%	San Bernadino, CA	MPA	17	Primary	Bowling Green, City of Columbia, Kissimmee FL, URA SME, Michigan multifamily housing and underwriting, Oregon OHCS
Christopher Narducci, Infrastructure and Mitigation Lead	20%	Washington, DC	MUP	13	Primary	Newark Ivy Hill Stormwater Mitigation Project/Resilient Communities Program, Alaska CDBG-MIT Action Plan, HUD National Disaster Resilience (NDR) Competition/Rebuild by Design
Kevin Roddy, Monitoring and Compliance Lead	20%	Reston, VA	MPA	30	Primary	Texas GLO, New Jersey DCA, City of Houston Disaster Recovery Program

\*Deb Siefert onsite for first 3 months and then 1 week per month for second 3 months. All primary staff available as needed throughout the course of the project.

The team is led by our **project manager**, **Deb Siefert**. Born and raised in Fort Worth, Ms. Seifert started her career in the Tarrant County CDBG program then went on to become manager of the City of Arlington's Grants Management Division. She has since worked across the country with other cities and counties to design, operationalize, and ensure compliance for their CDBG-DR housing, infrastructure, and mitigation programs. Ms. Siefert will serve as the main point of contact for NSD and is supported by Ndubuisi "Onye" lbeh, serving as financial compliance, reporting, and SOR lead, and three program area leads who will help the City design and operate their CDBG-DR programs: Candye Anderson, single family housing; Shanikqua "Shaq" Freeman, multifamily housing; and Christopher Narducci, infrastructure, and mitigation.

NSD and the ICF team are also supported by **Kevin Roddy, monitoring, and compliance lead,** as well as a deep bench of additional grant and financial managers and specialists, case managers, underwriters, inspectors, construction managers, and SMEs who are ready to deliver the full suite of program design, operations, compliance, TA, and other support needed to bolster NSD's capacity. This team is ready to operationalize the City's vision and pre-empt pitfalls, drawing from their extensive expertise in CDBG-DR and other HUD-funded programs related to housing, infrastructure, and mitigation, aligning with the City's allocation and priorities. Each team member is **available on Day 1 of contract execution**, ready to serve at scale; track program and project statuses; address immediate concerns; and deliver the guidance, processes, and services to help the City's impacted communities and residents.

Disaster Recovery Staff Augmentation Volume I. Technical Proposal



Deb Siefert, JD, Project Management Professional (PMP), HOME Specialist | Project Manager | Primary Staff

Years of Experience: 25 | Education: JD, Southern Illinois University | Fort Worth, TX

Noteworthy Project Experience: Texas GLO; City of Longmont, FL, COMM; North Carolina; Buyout and URA SME; New Jersey DCA

Ms. Siefert is a CDBG–DR funding SME with over 20 years of HUD-funded program management. She has specialized experience in managing HUD-funded programs for entitlement communities and CDBG–DR programs across the United States. Ms. Siefert has been the program manager for over \$4 billion in CDBG–DR disaster funds including in Louisiana; Texas; Minot, ND; New York City; and Colorado. She is a skilled trainer in cost analysis, monitoring and compliance, and implementing cross–cutting federal requirements such as URA, DBRA, procurement, and Section 3. She is currently leading TA and training to help grow grant managers for Hawai'i County and the Florida Department of Commerce.

### References

Name: Molly O'Donnell Title: Director, Housing and Community Investment Division Agency/Company: City of Longmont, CO Contact number: 303.651.8530 Email: molly.o'donnell@longmontcolorado.gov

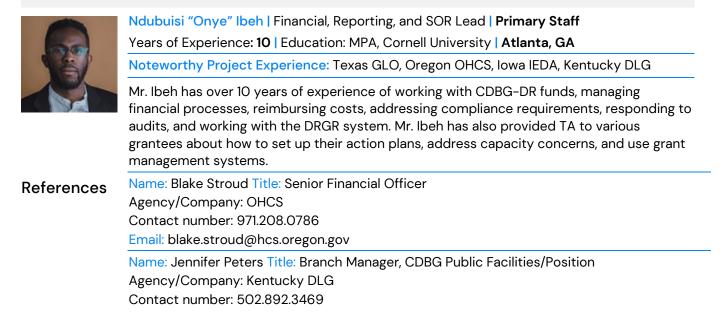
Name: Douglas Le Title: Disaster Recovery Officer

Agency/Company: County of Hawaii, HI

Contact number: 808.961.8174

Email: douglas.le@hawaiicounty.gov

Name: Kristin Hadawi Title: Senior Community Planning and Development Specialist, Office of Disaster Recovery Agency/Company: HUD Contact number: 817.978.5600 Email: kristin.hadawi@hud.gov





Disaster Recovery Staff Augmentation Volume I. Technical Proposal

### Email: jennifer.peters@ky.gov

Email: cjourdan102@gmail.com

Name: Brenda Carty Title: (Former) CDBG-DR Finance Manager Agency/Company: U.S. Virgin Islands Housing Finance Authority Contact number: 340.227.5450 Email: N/A



Candye Anderson, Certifications | Single Family Housing Lead | **Primary Staff** Years of Experience: **32** | Education: MEd, Lamar University | **Beaumont, TX** 

Noteworthy Project Experience: Texas GLO, City of Columbia, City of Houston Housing Assistance Program

Ms. Anderson is a CDBG–DR professional with a deep understanding of allowable expenses, grant management/oversight and working with multiple jurisdictions to develop recovery plans. She has 32 years of experience working with vulnerable populations throughout Southeast Texas and 17 years of disaster recovery support, including managing nearly \$1 billion in housing recovery programs.

### References

nearly \$1 billion in housing recovery programs. Name: Mike Gerber Title: President and CEO Agency/Company: Housing Authority of the City of Austin Contact number: 512.767.7787 or 512.477.4488 Email: mikeg@hacanet.org or nidiah@hacanet.org Name: Jennifer Molinari Title: Retired Director of State-Run Housing Programs Agency/Company: Texas GLO Contact number: 512.698.5975 Email: jennifer\_molinari@hotmail.com Name: Chester Jourdan Title: Former Executive Director Agency/Company: South East Texas Regional Planning Commission Contact number: 409.332.6107



Shanikqua "Shaq" Freeman | Multifamily Housing Lead | Primary Staff Years of Experience: 17 | Education: MPA, California State University | San Bernardino, CA

Noteworthy Project Experience: Bowling Green, City of Columbia, Kissimmee FL, URA SME, Michigan Multifamily Housing and Underwriting, Oregon OHCS

Ms. Freeman has extensive experience in directing the full spectrum of single and multifamily affordable housing programs including development, construction, financing, underwriting and compliance/asset management of various HUD-funded for housing and homelessness (i.e., CDBG/CDBG-DR, HOME, Neighborhood Stabilization Program, Emergency Solutions Grant, and Continuum of Care). She is the former deputy director and housing program coordinator for the HUD entitlement communities of the County of San Bernardino and the City of Moreno Valley, respectively. Ms. Freeman will help the City leverage available public and private funding to rehabilitate or construct sustainable, affordable rental housing for low-income and vulnerable populations.

References

Name: Gary Hallen Title: Assistant City Manager Agency/Company: City of Bakersfield Contact number: 909.273.0724

#### Email: ghallen@bakersfieldcity.us

Name: Diane Cotto Title: Housing Manager Agency/Company: City of Upland Contact number: 909.931.4146 Email: dcotto@uplandca.gov

Name: William "Bill" Povalla Title: Senior Program Specialist Agency/Company: Michigan Economic Development Corporation Contact number: 773.458.0526 Email: povallab@michigan.org



Chris Narducci | Infrastructure/Mitigation Lead | Primary Staff Years of Experience: 13 | Education: MUP, New York University | Washington, DC

Noteworthy Project Experience: New Jersey Ivy Hill Stormwater Mitigation Project/Resilient Communities Program, Alaska CDBG-MIT Action Plan, HUD NDR Competition/Rebuild by Design

Mr. Narducci, a former HUD community development specialist, brings extensive experience in CDBG-DR recovery and mitigation program design and compliance. For the past decade, he has focused on federal program implementation and research related to disaster recovery, resilience, hazard risk reduction, climate adaptation, and community development. He worked with HUD on Hurricane Sandy recovery efforts, supporting launch and implementation of the Rebuild by Design and the NDR Competition initiatives, two groundbreaking efforts to design resiliency into the disaster recovery process. Since joining ICF, Mr. Narducci has worked alongside New Jersey DCA and Kentucky DLG in the design and implementation of their resilient infrastructure and planning programs, including New Jersey's Ivy Hill project, which focuses on floodplain mitigation in the City of Newark.

# References Name: Pauletta Bourne Title: Grant Administrator Agency/Company: Department of Commerce, Community, and Economic Development Contact number: 907.451.2721 Email: pauletta.bourne@alaska.gov Name: Jappifer Deters Title: Branch Manager, CDBC, Public Easilities/Desition

Name: Jennifer Peters Title: Branch Manager, CDBG Public Facilities/Position Agency/Company: Kentucky DLG Contact number: 502.892.3469 Email: jennifer.peters@ky.gov

Name: William "Bill" Povalla Title: Senior Program Specialist Agency/Company: Michigan Economic Development Corporation Contact number: 773.458.0526 Email: povallab@michigan.org



Kevin Roddy | Monitoring and Compliance Lead | **Primary Staff** Years of Experience: **30** | Education: MPA, University of Baltimore | **Reston, VA** 

Noteworthy Project Experience: Texas GLO, New Jersey DCA, Hurricane Harvey City of Houston Disaster Recovery Program

Mr. Roddy has supported housing recovery programs for more than 30 years. He has held key roles such as director of compliance and monitoring for homeowner recovery



programs in Texas and New Jersey. Mr. Roddy specializes in CDBG, CDBG-DR, CDBG-MIT, HOME, and URA programs, with a strong focus on monitoring. He is widely recognized as a national SME, having delivered more than 200 HUD trainings, and he has created standard operating procedures (SOPs) for CDBG-DR/CDBG-MIT grantees across the country.

References

Name: Joseph Kralicek Title: Executive Director Agency/Company: Tulsa Area Emergency Management Agency Contact number: 918.596.9898 Email: jkralicek@tulsacounty.org Name: Jeannine Busch Title: Partner Agency/Company: Carr, Riggs & Ingram, LLC contact number: 850.201.5856 Email: jbusch@cricpa.com Name: Thomas Kurek Title: Director of Public/Private Partnerships Agency/Company: Colorado Department of Personnel and Administration Contact number: 267.240.4571 Email: thomas.kurek@state.co.us

### **Project Organizational Chart**

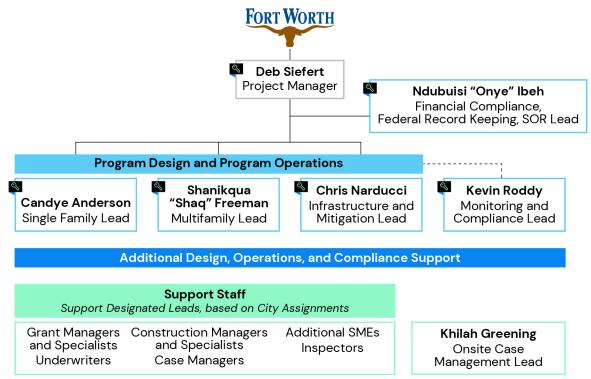
The project organizational chart in **Exhibit 4** below reflects the SOW included in the City's RFP and is designed to provide continuity of program design and operations to NSD, City partners, and ICF staff and services. Ms. Siefert will serve as ICF's primary point of contact, working directly with NSD leadership to ensure all services and deliverables are on time and on budget. All our key staff will report to Ms. Siefert for this engagement. Mr. Ibeh will work across all program and compliance areas, helping NSD set up and implement transparent financial management and reporting processes to ensure all activities and performance metrics are captured and documented in the City's system of record – Neighborly – and HUD's DRGR system of record so the City and program staff will have the reporting and data analytics needed to identify bottlenecks and communicate program successes to stakeholders and HUD.

ICF program leads will lead both program design and operations and are supported by a deep bench of additional program design, operations, and compliance support from SMEs, grant managers and specialists, underwriters, case managers, inspectors, and construction professionals who are ready to engage and support any and all program operations requested by the City.

Drawing from his decades of experience working with HUD funds at the local level, Mr. Roddy will work with the City and Ms. Siefert to ensure programs are designed with closeout and compliance in mind. He will provide independent monitoring support, as needed, for overseeing subrecipient, developer, and partner activities. All of these staff bring with them different areas of cross-cutting expertise in the URA, DBRA, Section 3, Section 504, Fair Housing, Section 508 of the Rehabilitation Act, 2 Code of Federal Regulations (CFR) Part 200, environmental reviews, historic preservation, floodplain management, lead-based paint, radon and asbestos, and approaches to using CDBG-DR to leverage other federal and non-disaster funding sources such as LIHTC.



Exhibit 4. ICF's organizational chart ensures NSD has the experience, compliance, and efficiency needed to deliver their CDBG–DR programs from design through closeout.



Key personnel will be available for the duration of the project. ICF acknowledges that no person designated as key to the project shall be removed or replaced without the prior written concurrence of the NSD.

### Support Personnel

In addition to the team of expert proposed key staff, ICF has developed a team of support staff equipped with diverse expertise and unwavering commitment. They will work hand in hand with NSD to ensure excellence in all our endeavors. The team is ready to tackle challenges, innovate, and deliver impactful results.

ICF Team Expert	Staffing Commitment	Office Location	Highest Level of Education & Certifications	Years of Professional Experience	Years of CDBG-DR Experience	Primary Versus Support	Noteworthy Successful CDBG-DR Project Experience
Ashley Lewis, Financial Support	15%	Austin, TX	MPSA	10	8	Support	Texas GLO, Oregon HCS
Kristen Supik, Grant Specialist Support	15%	Austin, TX	MA	8	8	Support	Texas GLO, New Jersey DCA, Florida COM
Jennifer Siegel, Underwriter Support	15%	San Diego, CA	MUP	21	18	Support	Bowling Green, KY, New Jersey DCA



ICF Team Expert	Staffing Commitment	Office Location	Highest Level of Education & Certifications	Years of Professional Experience	Years of CDBG-DR Experience	Primary Versus Support	Noteworthy Successful CDBG-DR Project Experience
Posey O'Reilly, Case Manager Support	15%	Austin, TX	BA	18	12	Support	Texas GLO, Louisiana Office of Community Development (OCD), Oregon HCS
Khilah Greening Nash, Case Management Lead	15%	Fort Worth, TX	MS, PMP	18	17	Support	Texas GLO, Louisiana OCD
Dan Hayes, Inspector	15%	Chicago, IL	AS	15	6	Support	Texas GLO, Louisiana OCD, New Jersey DCA, Oregon HCS
Dave Tobon, Construction Management Support	15%	Austin, TX	Military Veteran	20	10	Support	Texas GLO, New Jersey DCA
Wendy Cooper, Housing Support	15%	Austin, TX	BS	35	15	Support	Texas GLO; Lee County, FL
Sue Southon, CDBG-DR, Cross Cutting Lead	15%	Detroit, MI	MSW, HOME	50	30	Support	Houston and Harris Counties, TX; Columbia, South Carolina; New Jersey DCA
	*All sup	port staff are ava	ilable as nee	ded through	nout the cours	se of the proje	ect.





### 3 Work Plan

Natural disasters are not new to the City. On May 16, 1949, the Trinity River overflowed, killing 11 people, and causing over \$11 million in damages, equivalent to \$141 million today. Decades later, on March 29, 2000, an F3 tornado tore a path through the center of downtown, starting at West 7th Street and ending at Spur 280 east of the downtown area, causing damage estimated at \$400 million and—thankfully—no loss of life. The February 2021 winter ice storm stood apart from previous disasters due to its unique impact. Unlike prior events, this storm crippled the City's entire electrical grid, affecting every corner of it, including critical infrastructure and housing, which the City has identified as a priority for this stage of recovery with its limited CDBG–DR funding. Drawing on ICF's decades–long recovery experience supporting small, medium, and large CDBG–DR grants equips us with a toolbox of program and project design options that our seasoned staff will draw from to help NSD move its programs forward.

Our ICF work plan is focused on the City's immediate and long-term needs to **efficiently** and **compliantly** implement the recovery programs outlined in its CDBG-DR action plan developed by NSD. Key to our approach is our **experienced** ICF project manager and Fort Worth native, Ms. Siefert, who is available to meet onsite immediately upon receipt of notice to proceed from the City. She will begin discussions with NSD management to confirm the City's priorities, bring in the appropriate levels of ICF staffing, answer questions, and begin designing solutions to address NSD's priorities. Certain ICF staff will primarily work remotely, but our program leads, and various support staff will be onsite during critical development and operational stages of the programs.

The ICF team will begin with **Task 1: Program Design**. This first task will address the immediate need for comprehensive program design for housing, infrastructure, and mitigation programs, which will be the basis for developing each program's implementation policy and operating procedures. During the program design and policy development, the ICF team will work closely with NSD management to help the City walk through each CDBG-DR requirement that must be addressed in policies to ensure **compliance** with the CDBG-DR *Federal Register* notice allocating the funds (87 FR 31636), the CDBG regulations (24 CFR Part 570), the relevant cross-cutting federal requirements for procurement (2 CFR 200), labor (DBRA and Section 3), environmental reviews (24 CFR Part 58), DOB analysis (Robert T. Stafford Disaster Relief and Emergency Assistance Act [Stafford Act]), relocation (URA), and Fair Housing (42 USC 3601 et seq.).

This tasks will also include developing the SOPs to guide the roles and responsibilities of each of the program staff, build in workflows and quality assurance (QA) at each key step, and ensure all CDPC, DP expanditures are compliant in addition to developing SOPs ICE will provide customized

CDBG-DR expenditures are compliant. In addition to developing SOPs, ICF will provide customized trainings for City staff and program applicants for:

• Each action plan program

- Reporting and documentation requirements
- Financial management and funding procedures

Once policies are completed, the ICF team will begin **Task 2: Monitoring Plans**, to develop customized monitoring plans based on HUD's CDBG–DR monitoring checklists and the City's final CDBG–DR policies, ensuring that even before programs launch, all NSD, subrecipient and ICF staff have a solid understanding of how projects and programs will be monitored for compliance.

**Task 3: Program Operations.** Critical to successful operations is effectively communicating with partners and the public to establish a solid foundation for long-term recovery. Clear messaging



helps manage expectations. We have observed instances in which inadequate or inaccurate information led to confusion among the public regarding processes and the availability of funding and application procedures for disaster survivors. With decades of experience, the ICF team is well equipped to provide accurate and equitable information to communities and residents. The ICF team will support the City in meaningful collaboration and coordination with both internal and

1 **Contract Execution Project Kickoff Meeting** 2 Establish Reoccurring Project Management NSD/ICF Meetings 3 Program Design (Task 1) 4 Finalize program details. • Coordinate with internal and external stakeholders. • Develop SOPs and process maps for programs. Create program-required forms and tools to ensure proper reporting. • Outline program timelines, goals, metrics, and deliverables. Monitoring Plans (Task 2) 5 Develop easy-to-follow monitoring procedures and checklists before programs launch to ensure that all projects and programs clearly know how and when they will be monitored. Launch CDBG-DR Programs 6 Simultaneous Ongoing Actions (Tasks 3, 4, 5, and 6) 7 Support NSD in the management of operations, including case management/ intake, inspections, scope development, underwriting, construction management, file review, and monitoring. • Ongoing document and project file management compliant with federal record-keeping requirements and SOR protocols. • Financial management support to ensure federal compliance and alignment with local financial procedures. Provide TA, answering procedure and regulatory questions. • Update documents and file management to ensure all projects and programs are audit ready. Support cross-cutting regulatory requirements, such as environmental review, labor standards, and procurement. • Provide additional support to NSD that is customized and scaled to the request.

external stakeholders to ensure programs are finalized and launched with all perspectives considered.

ICF's knowledgeable and adept team will help NSD identify actions that can be carried out concurrently to alleviate implementation roadblocks and save time and costs. For example, while team members are drafting program policies, other team members can be supporting NSD with processing environmental reviews (e.g., beginning the Tier 1 review for the housing programs), conducting public outreach and informational sessions, developing program applications and forms, and training staff on CDBG-DR grant management. By factoring in these types of efficiencies and concurrent actions, we anticipate that by the time the policies are finalized and procedures and tools for implementation are developed, environmental reviews should be complete or close to completion, and the programs can begin their application phase.

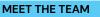
Once the programs are ready to launch, the ICF team will assist with the case management/intake, inspections, financial management, construction management, and monitoring. The case management lead will provide 3 months of onsite intake and case management support, including training, onsite guidance, and troubleshooting support, then will transition to providing remote support. The ICF team can provide training and tools for all these operational tasks. Additionally, ICF financial experts will ensure that DRGR is aligned with the individual programs and capturing the relevant performance and reporting information for HUD.

### Task 4: Ongoing TA and CDBG-DR Updates

begin in the first week and will continue through the life of the contract. Our project manager and our bench of key staff and SMEs will be available



from Day 1 until the end of the engagement to help troubleshoot issues and implement solutions. If systemic issues are identified, ICF will coordinate with the City to ensure targeted training is developed and/or job aids are created to ensure staff deliver compliant programs. For example, determining household income can be difficult to implement consistently across hundreds of housing applications. We can assist with QA/quality control (QC) of program operations at critical points, and if case managers are making income calculation mistakes, it is important to provide additional income training and TA.





Khilah Greening Nash Case Management Lead

Ms. Nash will be the team's on-the-ground case management lead. She has more than 17 years of experience in disaster recovery programs and is considered an expert in her field. It is not uncommon for HUD to make programmatic changes during the implementation of the CDBG-DR projects over a 6-year period. The ICF team monitors these changes and will provide updates to the City and its policies as necessary. These updates may also affect the implementation of **Task 5: Cross-Cutting Federal Requirements**. In recent years, HUD has made updates on proper calculation of DOB under the Stafford Act. It has also made updates to URA,

Davis-Bacon payroll reviews, and Section 3 definitions for workers and businesses to be tracked and reported, as well as changes to 2 CFR 200, raising procurement thresholds.

ICF knows that the City can only look so far down the road to anticipate additional program and consultant needs. We are prepared under **Task 6: Other Program Support** to be there for the City as these needs are identified through continuous assessment of the City's capacity gaps (see **Exhibit 5**). Getting the job done well means being there to help NSD staff anticipate and respond to all twists in the road and providing the necessary and required resources to drive program progress all the way through closeout.



Exhibit 5. ICF can enhance the City's capacity to manage complex CDBG–DR programs. The City and ICF will work together assessing needs and coordinating a strategy to fill any capacity gaps.

😽 Bui	lding on the City's Current	Capabilities
Capacity and Staffing	Familiarity With CDBG-DR Program Policies and Procedures	Program Implementation and Financial Requirements
<ul> <li>How many staff will be working on the CDBG-DR grant? Do you have gaps that you plan on filling by hiring more staff?</li> <li>Have you identified partners yet (other agencies/ subrecipients)?</li> <li>How knowledgeable are staff regarding CDBG-DR requirements? Do you need help identifying their knowledge gaps?</li> <li>Do you have designated staff to handle various aspects of CDBG-DR program implementation? Application intake and review? Financial tracking and reporting? Environmental compliance?</li> </ul>	<ul> <li>Has the City begun updating existing policies and procedures for its CDBG-DR programs?</li> <li>Are there any CDBG-DR policy areas that pose particular challenges to the City, such as meeting a national objective or environmental review, Davis-Bacon, URA, or Fair Housing requirements?</li> <li>Does the City need support developing written procedures that are concise and comprehensive so that staff can manage operations in a compliant manner?</li> </ul>	<ul> <li>Does the City believe it has the tracking and reporting tools it needs to under- stand and communicate program status to the public and City leadership? If not, what are some of the tools the City wishes it had?</li> <li>Does the City have an internal accounting system that can easily accommodate CDBG-DR program and financial require- ments?</li> <li>With which CDBG-DR programs does the City think it will need the most support?</li> <li>Does the City have any major compliance or implementation concerns?</li> <li>Has the City received monitoring findings from HUD in the past for other grants? Are these indications of gaps in capacity that need remediation as the City launches CDBG-DR?</li> </ul>

### Task 1. Program Design

### Understanding of Need

NSD staff have successfully submitted their action plan, completed the implementation plan, and finished general policies and procedures as required by HUD to authorize use of the CDBG-DR funds. NSD needs an experienced consultant that can assist in crafting detailed program guidelines for the implementation of programs identified in the action plan, such as Single-Family Housing, Multi-Family Housing, and Infrastructure. Features of the implementation include applications, required forms, SOPs, and document management. As your partner, ICF will ensure that programs are flexible to meet the changing needs of program applicants, simple for subrecipients to understand how to apply for the program, and compliant with HUD regulations.

NSD will also need support in thinking through how its programs, once implemented, will address the following:

- Procurement of goods and services
- Collaboration and communication with different stakeholders
- · Changing applicant expectations and needs of vulnerable populations
- Compliance with federal regulations



#### **Energy Resilience Experience**

In less than 1 year, ICF has made over 1,600 homeowners eligible for solar panel and battery back-up installations under the Puerto Rico Department of Housing's Community Energy Water Resilience Installation Program. As with all CDBG-DR grantees, ICF will look to provide innovative solutions to the City's specific problems—whether we are addressing the needs of the elderly, addressing problems with equity, or thinking about energy resilience for the future.

Lastly, because of ICF's role as HUD's technical advisor for disaster-impacted communities, we can provide NSD with staff who know how to move grantees from the TA to the implementation phase, design programs with staffing and use of activity delivery costs in mind and leverage the best practices of existing programs managed by NSD (e.g., Emergency Rental Assistance Program).

### Approach

ICF's approach to addressing NSD's needs will consist of the following:

**Policies, Procedures, and Program Design:** The ICF program leads—which include Ms. Anderson for Single–Family Housing, Ms. Freeman for Multi–Family Housing, and underwriting, and Chris Narducci for Infrastructure and Mitigation—will set up weekly calls to draft step–by–step program workflows, create process maps, and document established processes in SOPs for all programs identified in the action plan. These program charters will integrate goals, performance metrics, and deliverables for each action plan program. ICF will work with the City to establish well–informed production schedules and milestones for each program.

ICF has a policy library to guide the customization of policies and procedures for specific disaster recovery programs. This provides a framework to kick-start policy development. We will create a timeline to ensure SOPs, workflows and supplements, job aides, desktop reference documents, forms, and checklists are readily available ahead of program launch. In addition, our SMEs are prepared to develop any needed revisions to existing SOPs, including in the areas of procurement, environmental, fair housing and equal opportunities, Section 3, construction standards, buyouts, and other policies identified based on the action plan programs. We have developed or updated

"We do not know what we would have done if you [ICF employee] were not here from the beginning of this project. All these programs would not have gotten launched so quickly and efficiently if it was not for you."

 Lee County, FL, Deputy Director, CDBG-DR Programs over
 Multifamily Housing, Infrastructure and Planning Programs

hundreds of SOPs for other grantees (e.g., Texas, North Carolina, New Jersey, Florida) that are now templates for new grants and programs as they come online.

**Communication and Collaboration:** ICF will look to leverage the input that NSD has already received from HUD through TA and continue providing consistent guidance as we shift to implementation. As program policies are developed, we will identify how to enhance the City's capacity to provide recovery services through its internal staff, other government agencies, or its subrecipients. ICF will work with NSD and relevant stakeholders to brainstorm program efficiencies. ICF will conduct the research and provide recommendations on the best path forward before finalizing the program design.

**SOR and Reporting:** ICF's financial, DRGR, and reporting lead, Mr. Ibeh, will ensure that before program designs are finalized, we have considered how existing systems can be used to maximize effectiveness of the programs. ICF's knowledge of Neighborly and DRGR will allow us to make



recommendations on Neighborly to ensure the system functions accurately and compliantly for CDBG–DR. Additionally, ICF will ensure that the system provides useful data and/or reporting to make data–driven program and management decisions.

ICF will work through each step of the program design to ensure all HUD reporting requirements are integrated into processes, forms, and the SOR so NSD has the critical information when it is needed.

### **Schedule of Activities and Milestones**

ICF will work with the City to draft program polices, SOPs, and program applications. We will also provide a schedule for when deliverables will be completed and communicate weekly on the status of each (see <u>Exhibit 6</u>). ICF will work to align the schedules with the City's expected milestones, such as program launch, intake, construction start, etc. Again, we will use existing best practices from other programs the

#### **ICF's Neighborly Experience**

Working with OHCS's SOR vendor Neighborly, we were able to provide recommendations on both crafting new and enhancing existing (15+) CDBG-DR sections and functionality in Neighborly.

City manages to ensure program implementation is streamlined. ICF is committed to providing the highest quality of work, so if schedules need to change, NSD will be informed immediately.

All resources developed for program design and operations will be updated and maintained throughout the contact using consistent and compliant version control methods such as version history tables at the beginning of each document and footers with dates and version numbers.

### Exhibit 6. First 90 Days: Program Design and Operating Procedures

SCHEDULE AND MILESTONES	Week 1	Мау	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Year 2
TASK 1: Program Design													
Onsite project kickoff after contract notice to proceed													
Introduce ICF project team, discuss priority needs, and submit final work plan to NSD													
Virtual Single-Family Housing kickoff meeting													
Virtual Multifamily kickoff meeting													
Virtual Infrastructure and Mitigation kickoff meeting													
Write policies for all programs and/or focus on priority programs to launch													
Develop workflows and SOPs for all programs and/or prioity programs to launch													
Determine cross-cutting compliance requirements, develop policies, and deliver training													

### Schedule, Budget, and Quality Control

- Frequent client check-ins by the ICF program manager and program leads, including onsite program kickoff and coordinating meetings
- Iterative approach to program creation that builds in client review, feedback, and approval at critical stages of product development
- Action tracker to record all requests and deliverables
- Validation of policies and procedures, application materials, evaluation protocols, compliance, and program flexibilities with ICF's deep SME bench



- Action to promote community partner participation where applicable
- Documentation of accessibility and equity check (Section 508 compliance) for all public materials and information posted to the web and translation of materials as needed

### **Resource Estimates**

Resource estimates are detailed in the Staffing Table at the end of the Work Plan.

### Task 2. Monitoring Plans

### **Understanding of Need**

NSD will be responsible for monitoring subrecipients, contractors, subconsultants, and their projects to ensure financial and programmatic compliance with CDBG–DR. NSD will assess the risk associated with each stakeholder, provide constant monitoring to document compliance, and avoid findings, recapture of funds, and the jeopardy of future federal funding. By designing programs with closeout compliance in mind, ICF will help the City ensure that projects are audit ready from the onset.

### Approach

ICF uses HUD's *CPD Monitoring Handbook (6509.2) (Rev-7 CHG 5)* as our source for developing customized monitoring checklists for CDBG-DR programs. HUD developed disaster recovery–specific monitoring forms, which are contained in Chapter 6 of the handbook. In addition to the list of monitoring forms below, HUD has created addendum monitoring forms that correspond to specific disaster events and *Federal Register* notices beginning with disasters prior to 2011, 2011–2013, 2015, 2016, 2017, and CDBG-MIT (2019). As of the time of

### ICF's Support of Grantee Compliance

ICF is currently supporting 17 CDBG-DR grantees across the country, equipping them with tools and processes they need to comply with federal regulations and ensuring that recovery is made real for their residents and communities.

this proposal, HUD has not developed a specific addendum monitoring form for the 2020–2022 disasters. In anticipation of HUD developing its monitoring forms for those disaster years, ICF will customize the City's monitoring forms to incorporate key compliance requirements from the consolidated *Federal Register* notice allocating the CDBG-DR to the City. Below is the list of the current CDBG-DR monitoring forms that will be used in customizing the City's monitoring needs.

### HUD Monitoring Forms for CDBG-DR

Our team will assist with the customization of monitoring plans and checklists for programs funded with this CDBG-DR grant and equip NSD with the tools and guidance to execute these plans. With a monitor-as-you-go approach, ICF will build compliance reviews into all steps of program operations. We will do this by:

- Working from existing content to develop the monitoring plan and supporting the staff in the implementation of the plan by using resources developed to assist in monitoring the programs and subrecipients for compliance
- Delivering program guidelines and process maps that cover regulatory requirements for the timely management of administrative steps throughout the grant lifecycle
- Assisting NSD in conducting a detailed review of project applications, ensuring they are complete and eligible before NSD staff review and score applications



- Incorporating appropriate risk mitigation and TA into the monitoring plan to ensure high-risk areas are reviewed frequently
- Assisting NSD in conducting annual and ongoing monitoring using desk reviews and onsite visits

### **Schedule of Activities and Milestones**

ICF's compliance and monitoring lead, Mr. Roddy, will work to provide NSD with a developed monitoring plan and provide checklists that can be "ready to go" for when staff want to start performing risk assessments on subrecipients or to review pre-launch activities to ensure that items like procurement are being done correctly. ICF will integrate monitoring and compliance checks into the development of program launch materials, design projects, and programs with monitoring in mind. ICF does not see monitoring as a one-time review to spotlight deficiencies but rather an opportunity to track compliance throughout the program lifecycle. ICF will customize monitoring reviews to ensure programs are set up to succeed and reduce the possibilities of findings from HUD. ICF will provide resources before program launch but will work with NSD as needed to determine all monitoring checkpoints.

### Schedule, Budget, and Quality Control

- Frequent client check-ins by the ICF project manager and program leads
- Action tracker to record all requests and deliverables
- Iterative approach to program creation that builds in client review, feedback, and approval at critical stages of product development
- SME review of plans and procedures
- Internal monitoring and compliance checklists

### **Resource Estimates**

Resource estimates are detailed in the Staffing Table at the end of the Work Plan.

### **Task 3. Program Operations**

### Understanding of Need

NSD needs an **experienced** partner to assist with the management of 2021 Winter Storm Uri recovery program operations, providing **efficient** overall grant, document, and financial management, to ensure **compliance** with federal regulations. The ICF team's **experience** in standing up long-term disaster recovery programs goes back to Hurricane Katrina, which devastated the Gulf Coast and the State of Louisiana in 2005. ICF recruited Ms. Siefert, our project manager, from the City of Arlington, TX, following the Hurricane Katrina disaster to help stand up the first major CDBG-DR



disaster recovery effort in the State of Louisiana. Ms. Siefert has since held lead roles in standing up disaster recovery efforts after Hurricane lke in Texas, after the major flood in Minot, ND, after Superstorm Sandy in New York City, and after the devastating floods in 2013 for the BCC.

### Approach

As identified in its action plan, NSD is focusing on two recovery categories—infrastructure and housing—with housing being the largest unmet need. ICF will support NSD with all aspects of



program operations management, whether the decision is to administer the programs directly or through subrecipient agreements. Whether NSD decides to launch infrastructure and housing at the same time or launch one before the other, ICF's approach stays the same. The program leads will prepare a checklist of applicable documents needed to **comply** with federal record-keeping requirements, SOR procedures, and document control processes and procedures.

**Single-Family Housing:** To ensure **compliance** with 70% of all program funds benefiting LMI persons, LMI households should be given priority for single-family housing repair and reconstruction before application is available for households over 80% area median income.

The ICF team will create a robust application to capture everything needed for program requirements; local, state, and federal **compliance**; homeowner accommodation In Texas, ICF developed a duplication of benefits (DOB) database and created a 5-minute system training and user manual, increasing average daily DOB reviews from 4 to 20.

needs; and reporting. Ms. Anderson, our single-family lead, will ensure all staff receive sufficient training throughout the lifecycle of the programs.

Through our **experience** working with other CDBG–DR programs in Texas, our team will be able to quickly develop procedures to from application intake through closeout, detailing these high-level steps:

- 1. Each homeowner will have a dedicated case manager (CMs) to explain the program, assist in completing the application, review and verify documentation, and be the applicant's point of contact until closeout.
- 2. To lessen the burden on homeowners and expedite eligibility verification, case managers will use datasets, websites, and multiple forms of acceptable documentation to verify eligibility criteria specifically for NSD programs (i.e., current on property taxes, child support, and mortgage).
- 3. Inspectors will conduct a site visit to create the work write-up, including remaining damages, environmental hazards, safety and code issues, accommodation needs, and mitigation line items. The work write-up helps determine cost-reasonableness of construction and determine the award type. After the work writeup is completed, our environmental SME can support Tier 2 reviews.



- CMs will conduct the duplication of benefits review (DOB), determine the final award and conduct an award signing with the applicant during which they explain the award, grant conditions, subrogation agreement, homeowner responsibilities, and work to be completed and obtain all necessary signatures.
- 5. Construction specialists will ensure all appropriate permitting documentation is received prior to construction work starting. Throughout construction, the construction managers will inspect the homes at critical milestones and prior to any release of payment to the contractors.



6. After construction is completed, permits are closed, and certificate of occupancy is issued, the case manager will review the file for **compliance** and completeness and closeout the file.

**Multifamily housing:** Prior to creating an application, the ICF multifamily lead, Ms. Freeman, will review capital leverage to recommend project selection and scoring criteria, as well as underwriting criteria, and establish unit and affordability mix, cost-reasonableness, developer

capacity (i.e., fiscal, operational, and experience), resilience measures, and overall design.

Once the criteria are determined, Ms. Freeman will work with NSD to prepare an application, development budget, proforma workbook, etc., for new construction and land acquisition for townhomes, duplexes, and properties with more than eight units for rental purposes. Then, she and ICF SMEs will prepare RFP/requests for quotations in **compliance** with 2 CFR 200 and established program guidelines. MEET THE TEAM



Jennifer Siegel Underwriter, Support

Ms. Siegel has extensive experience in underwriting affordable family housing development projects and ensuring compliance with federal cross-cutting requirements.

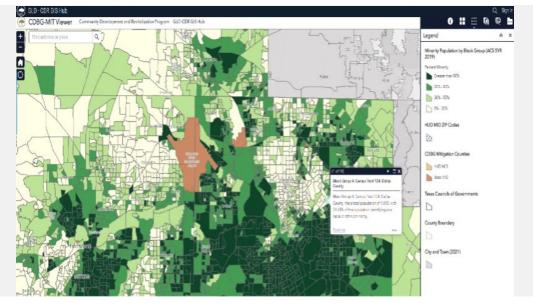
ICF SMEs will provide training in cross-cutting guidelines, applicable regulations, and program guidelines. Mr. Roddy, monitoring and compliance lead, will assist NSD in preparing risk assessments, checklists, and a monitoring plan.

**Infrastructure:** Chris Narducci, infrastructure and mitigation lead will work with the ICF GIS team to prepare a map of the City's LMI areas using current census data overlaid with City-owned buildings and park lands that were damaged by Winter Storm Uri. This mapped data can be used to determine the areas of the City with potential eligible infrastructure projects. We can also use GIS mapping to document national objective data, like in <u>**Exhibit 7**</u>. Once that is completed, Chris Narducci and ICF support staff will work with NSD to prepare project ranking and selection process.

Exhibit 7. ICF's mapping can help document LMI-area national objective compliance for infrastructure and mitigation projects

#### **Equitable Engagement**

ICF has worked with the GLO to create a GIS viewer. This interactive tool displays the Community Development Block Grant Mitigation (CDBG-MIT) Program information, including demographics, low- and moderate-income, Social Vulnerability Index (SoVI), and Racially or Ethnically Concentrated Areas of Poverty (R/ECAPs).





Since the environmental approval process for public infrastructure projects can take several months, this should be the first task started once the project is identified. The environmental SME will provide whatever level of support is needed to NSD. While the environmental review is being prepared, a categorical exemption will be prepared so the process of procuring architects and engineers can begin while waiting for the release of funds.

Once the Authorization to Use Grant Funds (AUGF) is received, an invitation of bid will be published for construction activities. Construction specialists and construction managers will provide onsite construction oversight and monitor for **compliance** with DBRA, Occupational Safety and Health Administration requirements, and other required regulations. Additionally, Mr. Roddy will assist NSD in preparing risk assessments, checklists, Section 3 plans, and a monitoring plan.

**Document Control:** ICF knows that continuous document updates and version history are required for record-keeping compliance. The team will work with the City to ensure procedures are developed and followed to align with the City's SOR protocols.

**Financial Management:** Once programs are up and running, proper financial controls and detailed financial management are necessary for smooth program operations. ICF will ensure that all programs are sufficiently trained on financial management protocols and supporting documentation needs to ensure all programs operate to be audit ready.

### **Schedule of Activities and Milestones**

The operations start-up will work in parallel with program design to ensure the design can be **efficiently** and effectively implemented.

While components of program implementation are sequentially dependent on the successful completion of program launch documents, once the program is operating, ICF will provide ongoing support for the duration of the contract, as shown in **Exhibit 8**, below.

### Exhibit 8. Months 1–6: Establish Program Operations

SCHEDULE AND MILESTONES	Week 1	Мау	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Year 2
TASK 3: Program Operations													
Begin Tier 1 environmental review for housing programs													
Begin and support environmental review(s) for infrastructure													
Develop and refine program tools such as applications and guidelines													
Secure and support housing counseling services												_	
Begin and support applicant intake for housing programs												_	
Begin and support damage assessments, inspections, Tier 2s												_	
Begin housing rehabilitation—after AUGF												_	
Begin infrastructure project(s)—after AUGF												_	
Virtual finance and administration kickoff meeting													
Assist staff with DRGR setup, program reports, quarterly project reports, and financial compliance requirements													
Assist with procurement of services if needed													
Assist with document control and project files													
Ongoing TA and CDBG-DR program updates													



### Schedule, Budget, and Quality Control

- Frequent client check-ins by the ICF project manager and program leads
- Action tracker to record all requests and deliverables
- Gathering and tracking of City comments, concerns, and documentation of response
- Action to promote community partner participation where applicable
- Awareness of targeted areas and participation levels
- SME review of progress and challenges, as well as consultation, as needed
- Internal monitoring and compliance checklists
- Periodic program progress reports on expenditure, outcomes, risk analysis, and consultation on course corrections when needed

### **Resource Estimates**

Resource estimates are detailed in the Staffing Table at the end of the Work Plan.

### Task 4. Ongoing TA and Program Updates

### **Understanding of Need**

Implementation and oversight of a HUD CDBG-DR grant presents various challenges to understand additional regulatory requirements and evidence compliance. NSD will find a strong partner in ICF because we have extensive experience in both the HUD regulatory framework for recovery and overall compliance to evidence a successful program that benefits the citizens of the City.

### Approach

Mr. Roddy is a CDBG-DR expert and former director of HUD programs for an entitlement community. Mr. Roddy is responsible for leading and delivering many of ICF's HUD and local government training and TA engagements across the country. Mr. Roddy's technical and programmatic expertise is augmented by his understanding of all the capabilities of our other staff across the ICF team, which means he will be able to quickly pull in the right people for any of the NSD's TA and training needs.

Supporting Mr. Roddy, our deep bench of SMEs, experienced trainers, and technical specialists will meet any of NSD's requests for TA, program design, and updates. The ICF team will gather experts as needed and quickly answer questions and address NSD's most pressing TA needs to ensure staff are set up for equitable and compliant launch of the recovery programs. The TA, guidance, resources, and information provided to staff will serve as the foundation for decision-making on a wide range of technical, community, regulatory, and programmatic topics specific to HUD disaster recovery funds. Beyond ensuring all program and project files are complete and tell the story of the City's recovery efforts, technical memos will maintain a record of questions and the rationale behind why certain policy or

implementation decisions were made. ICF will collaborate with the City to summarize and detail this Information in a searchable and sortable TA Tracker that reflects the issues and answers that are delivered to NDS categorized by topic and program area. The ICF team is unparalleled in their knowledge of all federal rules and regulations and, most importantly, on how to apply and implement any rules and regulations that apply to specific projects and programs. We recommend providing training and TA on these topics early and often

and maintaining FAQs and our TA Tracker, thereby greatly reducing compliance risks to the City throughout the lifecycle of the CDBG-DR grant. Our team will help NSD staff and subrecipients apply the most stringent local, state, and federal requirements for tricky areas such as procurement, URA, elevation standards, Fair Housing, Section 3, Section 504, DBRA labor standards, and environmental reviews.



Dave Tobon Construction Manager, Support

#### MEET THE TEAM

Mr. Tobon is experienced in overseeing builders across Texas, having worked on Texas GLO's housing recovery programs since Hurricane Harvey and previously in New Jersey. He has been working in the disaster recovery field for a decade.

For decades, ICF has helped clients comply with

all applicable programmatic rules and requirements and through the development of customized compliance tools to administer efficient disaster recovery programs. Through the efforts of our team leading training and TA, we stood side by side with the State of New Jersey to stand up and manage 30 CDBG-DR programs. Through ICF's successful assistance, New Jersey, in an unprecedented move by HUD's Office of Community Planning and Development (CPD), was named a low-risk grantee for exceptional compliance.

Our experienced team has developed and worked within many SORs and can provide firsthand knowledge of what works and what does not. Our trainers have experience in standing up high-profile CDBG-DR programs and understand the importance of regular reporting as well as near real-time responses to ad hoc requests. Reporting and having a well-maintained SOR is important for communicating successes and managing expectations of HUD, City officials, the public, or subrecipients, and these are critical for managing programs and efficient operations. Our team can provide training on using a SOR to conduct draw requests, documenting program applicant eligibility, contract amendments, program metric tracking, dashboards, program forecasting,

### MEET THE TEAM



Kristen Supik Grant Specialist, Support

Ms. Supik has 4 years of federal cross-cutting and grant management experience, most recently in central Texas supporting CDBG, CDBG-DR, CDBG-MIT, and HOME. program budget management, QA/QC analysis of system data, and staff workflow volume assessment and tracking.

In setting up and implementing programs, the NSD staff will likely have questions or need technical guidance. For example, based on our experience, grantees sometimes face unexpected compliance issues during monitoring or activity closeout related to things like beneficiary data collection and reporting and application content, often months or years after setting up their CDBG-DR programs. During program design, ICF will help the City as it has helped many

other local partners get ahead of potential compliance deficiencies by building the framework of compliance into all aspects of program policies and SOPs. ICF's wide-ranging HUD knowledge and experience providing TA to grantees nationwide who implement homeowner recovery programs



will guide the team's work with the City to provide tailored TA based on the needs to build staff capacity to manage CDBG-DR grants. The ICF team will share its experience in developing SOPs and tools such as checklists, process flows, and job aids to build in compliance from the start. The ICF team can also oversee the development of step-by-step handouts, web-based training videos, guidance handouts, or other requested documents to meet the needs of the NSD and its subrecipients. In partnership with the City, the team will help document any necessary program changes and ensure program documents are updated through program implementation.

### Schedule of Activities and Milestones

ICF will provide TA resources upon contract award by NSD. These resources will be available from the time of contract launch and will continue to work with NSD as needed, as shown in **Exhibit 9**.

### Exhibit 9. TA and Program Updates—Ongoing Through Length of Contract

SCHEDULE AND MILESTONES	Week 1	Мау	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Year 2
TASK 4: Ongoing TA and CDBG-DR program updates													

### Schedule, Budget, and Quality Control

- Frequent client check-ins by the ICF project manager and program leads
- Gathering and tracking of the City's feedback and concerns
- SME review of progress and challenges and consultation as needed
- Periodic program progress reports on expenditure, outcomes, risk analysis, and consultation on course corrections, as needed.

### **Resource Estimates**

Resource estimates are detailed in the Staffing Table at the end of the Work Plan.

### Task 5. Cross-Cutting Requirements Support

### **Understanding of Need**

Fulfillment of all applicable cross-cutting federal requirements is essential to the implementation of an efficient, effective, and compliant program. For the programs that the City intends to conduct, these requirements will include, but not be limited to the following:

- Environmental review (Part 58)
- Procurement
- Labor standards
- Section 3
- URA
- Stafford Act, Section 312 (DOB)

- Floodplain restrictions and insurance requirements
- Fair Housing, Equal Opportunity
- Section 504 and Americans with Disabilities Act (ADA)

ICF will provide other support and consulting functions as requested by NSD.

### Approach

Independently or in coordination with NSD staff, ICF will deliver training on each of the crosscutting requirements listed above. We will also provide draft policies for compliant implementation of each of these requirements specifically tailored to the housing, mitigation, and infrastructure



programs NSD intends to conduct. We will work with grantee staff to ensure the policies are both compliant and consistent with the goals and objectives of each program.

In addition to providing training materials and model policy documents for all cross-cutting federal requirements, the most effective way to ensure ongoing compliance is to develop and mandate file checklist utilization. These checklists will follow the workflow for each program activity in chronological order. They incorporate all elements of any cross-cutting requirement that applies to the activity. At each step, the form of documentation required for compliance is noted. This ensures the file is complete and tells the story of the activity.

Using these checklists makes it easier for grantees and subrecipient staff to manage workflow in the proper order and to collect the documentation necessary at each step. It also helps compliance and monitoring staff to conduct internal monitoring activities because the checklist should include all compliance documentation requirements. This reduces the likelihood of findings or concerns during a HUD monitoring.

Once the programs are launched, questions regarding the application of cross-cutting requirements will arise. ICF has a deep bench of SMEs experienced in these requirements who will be available to NSD staff and subrecipients. These experts will provide TA to clarify the applicability of the requirements to a specific program, to address problems which may arise, and to ensure that even the most complex programs are completely compliant. ICF will also provide any other support and consulting functions requested by NSD.

#### MEET THE TEAM



Posey O'Reilly Case Manager, Support

Ms. O'Reilly has over 10 years of various roles in applicant eligibility, duplication of benefits, and QA/QC for housing recovery programs, ensuring efficient and compliant uses of all federal funds.

### **Financial Management**

Experience has shown us that one of the biggest challenges for CDBG-DR grantees is stretching the 5% administration fund across a 6-year implementation timeframe. To ensure limited administration funds are preserved for administration costs, ICF tracks team members' work against appropriate cost categories, which include: (1) program administration costs, (2) activity delivery costs, and (3) planning. HUD provides guidance for allocating CDBG-DR costs in its Notice: CPD-2023-06 published August 24, 2023, titled *Allocating Costs between Program Administration Costs, Activity Delivery Costs, and Planning Costs for Community Development Block Grant Disaster Recovery (CDBG-DR) Grantees, Community Development Block Grant Mitigation (CDBG-MIT) Grantees, and Community Development Block Grant National Disaster Resilience (CDBG-NDR) Grantees.* 

The notice provides the following examples of categories for allocating costs among the three cost categories noted above. See **Exhibit 10**, below, for HUD's examples.

Exhibit 10. ICF provides several examples of categories of program administration costs, activity delivery costs, and planning costs.

Program Administration Costs (PAC)	Activity Delivery Costs (ADC)	Planning
<ul> <li>Some costs associated with the development of the action plan and subsequent updates or amendments</li> <li>Accounting and financial management</li> <li>DRGR recordkeeping</li> <li>Overall grant management</li> <li>Marketing and outreachfor action plan development and amendments</li> <li>Monitoring of programs and subrecipients</li> <li>Internal auditor activities</li> <li>Non-specific legal/ accounting/human resources (HR) audits</li> <li>Personnel/HR activities</li> <li>Staff and contracted services for the above activities</li> <li>Leased office space and general overhead operations</li> </ul>	<ul> <li>Developing activity-specific policies and procedures (i.e., housing rehab, mitigation, infrastructure)</li> <li>Processing applications for assistance</li> <li>Project-specific environmental review, design, and engineering</li> <li>Activity-specific construction oversight</li> <li>Project-specific accounting and payments</li> <li>Marketing and outreach to applicants and contractors for a specific activity</li> <li>Applicant intake</li> <li>Activity-specific legal services (drafting contracts, collections)</li> <li>Activity-specific staff and contracted services</li> <li>All the above activities for subrecipients</li> </ul>	<ul> <li>Some costs associated with the development of the action plan and subsequent updates or amendments</li> <li>Feasibility studies</li> <li>Marketing studies</li> <li>Comprehensive plans</li> <li>Community development plans</li> <li>Functional plans in areas such as housing, land use and urban environmental design, economic development, open space and recreation, energy use and conservation, floodplain and wetlands management, transportation, utilities, and historic preservation</li> <li>Capital improvement plans</li> <li>Individual project plans (excluding engineering and design costs related to a specific activity that is an ADC)</li> <li>General environmental, urban environmental design and historic preservation studies</li> <li>Strategies and action programs to implement plans, including the development of codes, ordinances, and regulations</li> </ul>

### (\$) Program Cost Categorization

Based on this guidance, ICF knows that most of our services provided under this contract will be able to be charged as activity delivery project costs and will not have to be taken from scarce administration dollars. As a result, the City's staff will have a trusted partner helping them be fiscally conservative, drive and document critical decisions, meet performance milestones, and deliver compliant and impactful programs to the residents of the City.

### Schedule, Budget, and Quality Control

Our team will track progress against an approved action tracker aligned with the agreed-upon schedule and budget. We will provide a weekly status report on progress. ICF and the City will be able to use the report to ensure schedule, budget, and QC are embedded in the process while making decisions and reviewing draft documents. This will also serve as a transparent tool for project management oversight of schedules and milestones. ICF plans to conduct regular meetings to discuss updates and establish action items and next steps. To keep this work cost-effective for the City, the majority of work will be performed remotely. However, ICF knows the importance of connecting with both our clients and the communities we serve through in-person engagement. As such, we are planning for an extended onsite project kickoff period and then onsite coordination

meetings throughout the full term of the contract to meet with City staff; engage with local stakeholders; and provide onsite staff support, capacity building, and TA. To reduce onsite expenditure, ICF will use a network of staff members located within the region that can work onsite, thus incurring minimal travel expenses.

A member of the ICF team will document every meeting, recording guidance or instructions given and detailing decisions made or actions items. The project manager will review the documentation for clarity and accuracy before submitting a record as a memorandum to the City within 2 days of a meeting. Combined with a weekly report and action tracker, the City will have a complete understanding of ICF's progress and have the capacity to inform the work at any time.



Ashley Lewis Financial Specialist, Support

#### MEET THE TEAM

Ms. Lewis has over 8 years of experience in grant management. Her expertise is financial analysis in the creation and review of CDBG-DR program implementation plans, ensuring compliance with certification requirements for funds.

ICF takes an iterative and client-centered approach to ensure all products and services meet our clients' standards and the needs of their communities. We seek client feedback frequently and at critical milestones to inform our work. We are committed to onsite engagement with clients while maintaining cost effectiveness through remote work. We provide ongoing updates on progress to ensure our clients are informed and involved in every facet of the project. This approach is reflected in the mechanisms we plan to use in meeting the project scope requirements, listed under schedule, budget, and QC for each task.

### Schedule of Activities and Milestones

Before implementing any program, it is important to have the requirements applicable to that specific program. The ICF team will begin by working with NSD staff to identify the applicable requirements for all CDBG–DR funded programs.

The next step is to train all relevant grantee and subrecipient staff in the requirements. ICF has staff well versed in these regulations and how they apply to each type of program. We also have a comprehensive set of policies and training materials developed during our years of work directly with HUD and with other grantees. These documents and materials—with modifications to tailor them to NSD's programs—can be quickly and cost-effectively deployed.

We plan to have all relevant cross-cutting training materials and draft policy documents in place within 30 days of contract signing, as shown in **Exhibit 11**, below.





# Exhibit 11. Compliance and Cross-Cutting Federal Requirements—Ongoing Through Life of Contract

SCHEDULE AND MILESTONES	Week 1	Мау	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Year 2
TASK 5: Cross-Cutting Requirements Support (as needed)					_								

### Schedule, Budget, and Quality Control

- Frequent client check-ins by the ICF project manager and program leads
- Regular interactions with compliance staff to identify promptly any issues concerning correct implementation of cross-cutting requirements
- Gathering and tracking of the City's feedback and concerns
- SME review of progress and challenges, and consultation, as needed
- On-demand support for review of program files for compliance

### **Resource Estimates**

Resource estimates are detailed in the Staffing Table at the end of the Work Plan.

### Task 6. Other Support and Consulting Functions

Our team is committed to our clients' long-term success and will provide on-demand TA to support NSD throughout the program life cycle, scaling our TA resources up or down at NSD's discretion. ICF knows that even with the considerable planning a grantee will do, items may come up that require additional insight and support. To lay the foundation for a lasting recovery, ICF's support can include any unanticipated requests that are not currently included within the scope, up to 100 hours, within the provided maximum not-to-exceed (NTE) price.

### **Anticipated Schedule**

From project manager to case manager, our staff have worked with grantees in similar positions to those with NSD to administer CDBG-DR funds compassionately and compliantly. Based on our experience, ICF is proposing the following schedule and milestones as a guide for how we can help the City complete this work. The description below is a high-level summary of the items in the schedule that follows, and it serves as a starting point for our discussions with NSD staff upon award. We look forward to modifying and/or finalizing the schedule as we learn more about NSD's priorities.

### TASK 1: Program Design

- Contract execution and kickoff:
  - The first 5 days of collaboration between ICF and NSD will focus on introducing the key ICF team members to the City's program and administrative staff.
  - There will be 2 days of general introductory meetings followed by 3 days of meetings to focus on the major program areas: housing recovery for both single-family and multifamily, infrastructure and mitigation, and finance and administration.



- The ICF lead for each program or area will meet with the City's program manager and team to understand the City's priorities for delivering specific policies, procedures, and workflows.
- The ICF team will begin the program design and SOPs phase of the work plan.
  - The critical first step for program design is to develop the CDBG-DR compliant program manuals and policies.
  - Once the key program objectives and compliance criteria are established in the guidelines and policies, the team can begin to develop the tools necessary for implementing the policies.
- The implementation tools include workflows and implementation procedures, developing schedules and milestones for launching programs and developing the applications and eligibility criteria for each program. During this phase, key training needs will be identified and delivered to program and administration staff to ensure a firm understanding of the dos and don'ts of CDBG– DR programs.
- The ICF team will also develop relevant policies for cross-cutting federal requirements including environmental review (Part 58), Procurement per 2 CFR 200, DBRA, Section 3, DOB under the Stafford Act, URA, and all other relevant federal requirements to be met in the implementation of the CDBG-DR programs.
- The ICF team anticipates approximately 90 days to develop and finalize program policies and procedures, but we are fully prepared to prioritize and expedite a specific program if needed.

### TASK 2: Monitoring Plans

 After finalizing the program policies and procedures for each program, the ICF team will begin developing monitoring plans, risk assessments, and monitoring checklist to ensure NSD's CDBG– DR programs meet the compliance requirements in accordance with HUD's CPD Monitoring Handbook 6509.2 Rev 7.

### **TASK 3: Program Operations**

- Implementing program operations will begin immediately upon finalization of the program's final design.
- The key first step to implementation is getting the appropriate level of environmental reviews and clearances in process. In some cases, completing environmental reviews and getting AUGF can take 3 to 6 months in some cases. ICF anticipates having environmental clearances and launching program activities by late summer/early fall 2024.
- While the environmental reviews are underway, the ICF team will work with City program staff to complete trainings and develop implementation tools such as role-based SOPs, applications, DOB worksheets, and other documentation required to verify compliance with CDBG-DR requirements.
- ICF can assist the City with procuring other services needed to support the programs such as housing counseling. The ICF team is prepared to assist with procurement of engineering and construction services as needed.
- Once the housing programs have cleared environmental review and received their AUGF, the ICF team will support launching the housing program and assisting with eligibility and award



determinations, assisting with damage inspections, and helping oversee the construction management.

### TASK 4: Ongoing TA and Program Updates

- As program policy and procedures are in development and environmental reviews are underway, the ICF financial SME will work with the City's finance and administration staff to assist with entering the programs into DRGR. ICF staff will also work with the City's administrators to develop reporting templates, document control, and financial processes to capture relevant CDBG-DR requirements.
- ICF will develop the monitoring plan and conduct project risk assessments. ICF staff will work with NSD to monitor projects and programs to ensure files are complete and/or identify additional TA needs based on the results of risk assessments and project or program types.
- ICF knows that all CDBG-DR programs adjust and modify over time. All program tools, resources, and guidance developed during the start-up phase will need to be managed and maintained throughout the life of the programs. The ICF team will date all deliverables and provide version control through tables and footers to maintain up-to-date and accurate program resources. We will work with the City to develop a process and structure for maintaining current document versions and a change management control process for ensuring all policy and procedural changes are carried throughout all program operations.

## TASKS 5 and 6: Cross-Cutting Requirements Support and Other Support and Consulting, As Necessary and as Required

• Our team is expandable and ready to provide all federal cross-cutting and CDBG-DR support and consulting, as necessary and required by NSD. All timelines are shown in **Exhibit 12**, below.



### Exhibit 12. ICF's Anticipated Schedule Will Help NSD Define and Meet Milestones

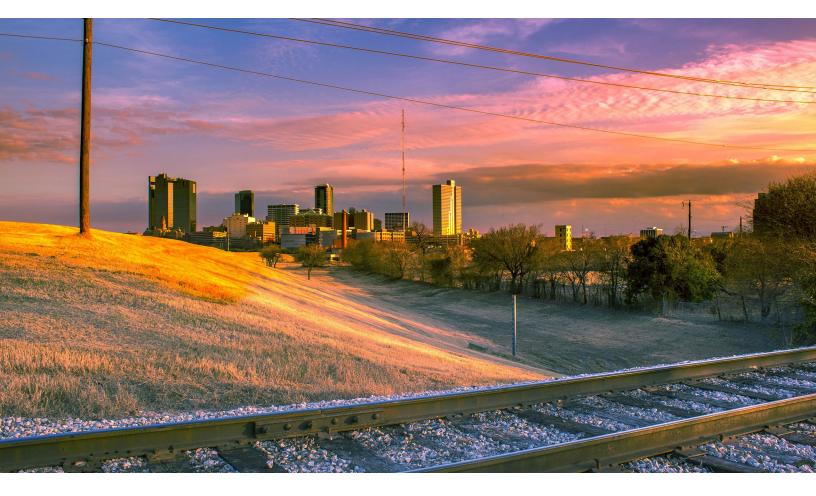
SCHEDULE AND MILESTONES	Week 1	May	June	July	August	September	October	November	December	January	February	March	Year 2
TASK 1: Program Design													
Onsite project kickoff after contract notice to proceed													
Introduce ICF project team, discuss priority needs, and submit final work plan to NSD													
Virtual Single-Family Housing kickoff meeting													
Virtual Multifamily kickoff meeting													
Virtual Infrastructure and Mitigation kickoff meeting													
Write policies for all programs and/or focus on priority programs to launch													
Develop workflows and SOPs for all programs and/or prioity programs to launch													
Determine cross-cutting compliance requirements, develop policies, and deliver training													
TASK 2: Monitoring Plans													
Develop and maintain risk assessment and monitoring plan for housing programs and checklists													
Develop and maintain Risk Assessment and Monitoring Plan for infrastructure and checklists													
Develop and maintain monitoring plan for developers and checklists												-	
Develop and maintain monitoring plan for contractors and checklists													
Ongoing monitoring of CDBG-DR activities											_		
TASK 3: Program Operations													
Begin Tier 1 environmental review for housing programs			_										
Begin and support environmental review(s) for infrastructure													
Develop and refine program tools such as applications and guidelines													
Secure and support housing counseling services												-	
Begin and support applicant intake for housing programs												_	
Begin and support damage assessments, inspections, Tier 2s												_	
Begin housing rehabilitation—after AUGF												-	
Begin infrastructure project(s)—after AUGF											-	-	
Virtual finance and administration kickoff meeting													
Assist staff with DRGR setup, program reports, quarterly project reports, and financial compliance requirements													
Assist with procurement of services if needed													
Assist with document control and project files													
Ongoing TA and CDBG-DR program updates													
TASK 4: Ongoing TA and CDBG-DR program updates													
TASK 5: Cross-Cutting Requirements Support (as needed)													
TASK 6: Other Support Provided (as needed)													
<b>NOTE:</b> Tasks listed in the above table are numbered to reflect the order in the RFP. The numbering does not reflect how work will be done. For example, program operation soon after program design and before the development of risk assessments and more	ons w	vill lik	ely d				On	set	-	С	onti	inui	ng



### **Staffing Table**

Similar to the breakdown shown in the Fee Proposal (Section 4 below), the table below breaks down labor hours per task and labor category. Consistent with ICF's described approach in this proposal, this structure provides a cost-effective solution to the City to have direct support by ICF's expert leads while also getting timely and cost reasonable support from the broader ICF bench.

		Lab	Total		
TASKS		Project Manager	Lead/ Primary	Support Staff	Labor
TASK 1: Program Design	Hours	200	490	1284	1974
TASK 2: Monitoring Plans	Hours	40	100	200	340
TASK 3: Program Operations	Hours	15	480	1488	1983
TASK 4: Ongoing Technical Assistance and Program Updates	Hours	440	596	440	1476
TASK 5: Support with Cross-cutting Regulations	Hours	168	168	0	336
TASK 6: Other Support and Consulting Functions	Hours	8	92	0	100
TOTAL LABOR	Hours	871	1926	3412	6209





### 4 Fee Proposal

### 4.1 Period of Performance

The proposed period of performance is April 2024 through April 2026, or 24 months after contract execution.

### 4.2 Contract Type

ICF's proposal is prepared on a time-and-materials (T&M) basis.

### 4.3 Hourly Rate Schedule

			Labor Ca	ategories		<b>T</b> . 4 . 1				
	Project I	Manager	Lead/F	rimary	Suppo	rt Staff	Iotai	Labor	Total	Total Proposed
	<b>Year 1</b> \$180	Year 2 \$185         Year 1 \$160         Year 2 \$165         Year 1 \$140         Year 2 \$140         Year 2 \$144         Year 1 Year 1         Year 1         Year 1		Year 2	Travel	Max NTE Fee				
TASKS				ESTIMAT	ED HOURS					
<b>TASK 1:</b> Program Design	200	0	490	0	1284	0	1974	0		\$294,160
<b>TASK 2:</b> Monitoring Plans	40	0	100	0	200	0	340	Ο		\$51,200
<b>TASK 3:</b> Program Operations	15	0	480	0	1488	0	1983	0		\$287,820
<b>TASK 4:</b> Ongoing Technical Assistance and Program Updates	128	312	192	404	128	312	448	1028		\$240,988
<b>TASK 5:</b> Support with Cross-cutting Regulations	64	104	64	104	0	0	128	208		\$58,160
<b>TASK 6:</b> Other Support and Consulting Functions	0	8	0	92	0	0	0	100		\$16,660
TOTAL (Dollars)	\$80,460	\$78,440	\$212,160	\$99,000	\$434,000	\$44,928	\$726,620	\$222,368	\$33,012	\$982,000

### 4.4 Travel

Estimated Travel Expenses									
Total Estimated Travel* \$33,012									
*ICF assumes Project Manager will spend three months onsite during the launch phase; Project Manager will spend one week of next three months onsite. Key Leads will travel to Fort Worth for up to two three-day trips.									



### 4.5 Maximum NTE Fee

The estimated maximum not-to-exceed (NTE) fee to complete Tasks 1 through 6 is \$982,000, inclusive of travel. A breakdown of the maximum NTE fee is included within Section 4.3 above.

### 4.6 Assumptions

ICF's proposal is predicated on the RFP, responses to questions dated 3/6/2024, and the following additional assumptions and clarifications. Although these assumptions and clarifications frame our response, it is ICF's practice to partner with our customers and resolve issues in a prompt manner that is beneficial to both parties.

- ICF assumes that this proposal shall be incorporated by reference in any resulting award.
- If, while executing the contract, the scope and schedule of the requirements materially change, ICF reserves the right to amend its offer.
- Any mutually agreed-upon deviations to these assumptions or proposed work may require a modification to ICF's proposal or the awarded contract.
- For services not fully defined within this proposal, ICF assumes that change orders will be negotiated.
- ICF assumes the flexibility to reallocate hours between the various labor categories and tasks and to utilize any labor category listed in the table within Section 4.3 to effectively complete this SOW within the total budget.
- ICF looks forward to negotiating mutually agreeable terms and conditions.
- ICF proposes a 3% annual hourly rate escalation beginning after the first 12 months of the contract are complete.

### 4.7 Invoicing and Payment

ICF will invoice monthly for hours and costs incurred, based on the hourly rates provided in **Section** <u>4.3</u>. Payment is due within 30 days of invoice receipt.

### 4.8 Exceptions

In accordance with the FAQ document dated 3/6/2024, ICF proposes the following revisions to the Vendor Services Agreement:

4. Termination.

4.3 <u>Duties and Obligations of the Parties.</u> In the event that this Agreement is terminated prior to the Expiration Date, City will pay Vendor for <u>the services incurred by Vendor</u> <u>through each task described in Exhibit A that is actually completed by the effective date of</u> termination and Vendor will continue to provide City with services requested by City and in accordance with this Agreement up to the effective date of termination. Upon termination of this Agreement for any reason, Vendor will provide City with copies of all completed or partially completed documents prepared under this Agreement. In the event Vendor has received access to City Information or data as a requirement to perform services hereunder, Vendor will return all City provided data to City in a machine-readable format or other format deemed acceptable to City.



8. Liability and Indemnification.

<u>8.1</u> <u>LIABILITY</u> - VENDOR WILL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF VENDOR, ITS OFFICERS, AGENTS, <u>SERVANTS</u>, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSE-QUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO, OR OTHERWISE IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL VENDOR'S LIABILITY IN CONNECTION WITH THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE AMOUNTS PAID TO VENDOR DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM.

8.18.2 <u>GENERAL INDEMNIFICATION</u> - VENDOR HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND City, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL <u>THIRD-PARTY</u> CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO VENDOR'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, ARISING <u>DIRECTLY</u> OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR MALFEASANCE OF VENDOR, ITS OFFICERS, AGENTS, <u>SERVANTS,</u> EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS.

8.28.3 INTELLECTUAL PROPERTY INDEMNIFICATION – Vendor agrees to defend, settle, or pay, at its own cost and expense, any third-party claim or action against City for that a deliverable infringesment of any U.S. patent, copyright, trade mark, trade secret, or similar property right arising from City's use of the software and/or documentation deliverable in accordance with this Agreement, it being understood that this agreement to defend, settle or pay will not apply if City modifies or misuses the software and/or documentationdeliverable. So long as Vendor bears the cost and expense of payment for claims or actions against City pursuant to this section, Vendor will have the right to conduct the defense of any such-third party claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, City will have the right to fully participate in any and all such settlement, negotiations, or lawsuit as <del>necessary required</del> to protect City's interest, and City agrees to cooperate with Vendor in doing so. In the event City, for whatever reason, assumes the responsibility for payment of costs and expenses for any claim or action brought against City for infringement arising under this Agreement, City will have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however,

Vendor will fully participate and cooperate with City in defense of such claim or action. City agrees to give Vendor timely written notice of any such claim or action, with copies of all papers City may receive relating thereto. Notwithstanding the foregoing, City's assumption of payment of costs or expenses will not eliminate Vendor's duty to indemnify City under this Agreement. If the software and/or-deliverabledocumentation or any part thereof is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Vendor will, at its own expense and as City's sole remedy, either: (a) procure for City the right to continue to use the software and/or documentation; or (b) modify the software and/or documentation to make it non-infringing, provided that such modification does not materially adversely affect City's authorized use of the software and/or documentation;-or (c) replace the software and/or documentation with equally suitable, compatible, and functionally equivalent noninfringing software and/or documentation at no additional charge to City; or (cd) if none of the foregoing alternatives is reasonably available to Vendor, terminate this Agreement, and refund all amounts paid to Vendor by City for the infringing deliverable, subsequent to which termination City may seek any and all remedies available to City under law.

- 10.2 General Requirements
  - (a) The commercial general liability and automobile liability policies must name include City as an additional insured thereon, as its interests may appear. The term City includes its employees, officers, officials, agents, and volunteers in respect to the contracted services.

21. <u>Review of Counsel</u>. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or Exhibits A, B, and C.



25.24. Immigration Nationality Act. Vendor must verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, Vendor will provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Vendor must adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Vendor employee who is not legally eligible to perform such services. VENDOR WILL INDEMNIFY City AND HOLD City HARMILESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY VENDOR, VENDOR'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, OR AGENTS. City, upon written notice to Vendor, will have the right to immediately terminate this Agreement for violations of this provision by Vendor.

### EXHIBIT B

### PAYMENT SCHEDULE

Vendor shall be paid based upon <u>hours incurred</u>task completion, as listed in Exhibit A, and receipt of expected deliverables, as listed below in the payment schedule table.



### 5 Resumes

Below are resumes with references included for key staff, as presented In the Project Organizational Chart in Section 2 of this proposal.



#### **Qualifications Highlights**

- More than 18 years of CDBG-DR program design and implementation for housing and infrastructure
- SME in 2 CFR 200 procurement, URA, monitoring and compliance

#### Location

• Fort Worth, TX

#### Education

- JD, Law, Southern Illinois School of Law, 1996
- BS, Geography, Southern Illinois University, 1993

#### **Certifications and Trainings**

- PMP, 2009
- HOME Specialist
   Certification, 2006

### Deborah Siefert, JD, PMP Project Manager

### REFERENCES

### Reference 1:

**Name:** Molly O'Donnell **Title:** Director, Housing and Community Investment Division

Agency/Company: City of Longmont, CO

Contact number: 303.651.8530

Email: Molly.O'Donnell@longmontcolorado.gov

### Reference 2:

Name: Douglas Le Title: Disaster Recovery Officer

Agency/Company: County of Hawaii

Contact number: 808.961.8174

Email: Douglas.Le@hawaiicounty.gov

### Reference 3:

**Name:** Kristin Hadawi **Title:** Senior Community Planning and Development Specialist, Office of Disaster Recovery

### Agency/Company: HUD

Contact number: 817.978.5600

Email: Kristin.Hadawi@hud.gov

### **RELEVANT PROJECT EXPERIENCE**

### CDBG-MIT General Infrastructure and Critical Facility Hardening, Florida Department of Economic Opportunity, 2021–Present

*CDBG-MIT SME*. Ms. Siefert is providing subject matter expertise in review of Florida Commerce subrecipient CDBG-MIT projects, including project eligibility for meeting HUD's definition of mitigation, definition of the national objectives to be met, budget and procurement reviews, and compliance with cross-cutting federal requirements such as environmental reviews and labor standards. Ms. Siefert participates in virtual TA meetings



between Florida Commerce and prospective subrecipients to ensure that issues of compliance are being addressed before issuing grant agreements.

### Kīlauea Recovery CDBG-DR/MIT, Hawai'i County, 2020-Present

Lead HUD TA Provider. Ms. Siefert is leading a team of ICF experts providing TA to Hawai'i County for its recovery from the 2018 Kīlauea volcano eruption. She and her team have provided guidance for policies and procedures for developing and implementing their CDBG DR–funded buyout and relocation programs. The county has successfully purchased approximately 300 properties. Ms. Siefert and her team also assist the county with its CDBG–MIT funds for mitigation activities.

### New York City CDBG-DR Administration Oversight, Hagerty Consulting, 2013–2018

*Director of CDBG Programs*. Ms. Siefert assisted the city with the \$4 billion allocation of CDBG DR funds that HUD allocated. Ms. Siefert was brought onto the New York City project and quickly began to strategize with the New York City Office of Management and Budget (NYC OMB) regarding its oversight responsibilities under HUD disaster funding. Ms. Siefert and her team worked with NYC OMB staff to develop efficient and manageable oversight of the CDBG-DR funds, which were disbursed through various divisions within the New York City government. Ms. Siefert helped establish both staff and mechanisms for tracking expenditures and drawing reimbursement funds from HUD.

### BCC for CDBG-DR, Hagerty Consulting, 2014–2018

*Director of CDBG Programs.* The City of Longmont and Boulder County in Colorado wanted a countywide collaborative of local governments within Boulder County to self-direct its recovery needs after the devastating floods in September 2013. Ms. Siefert helped structure BCC and develop a program that could be managed throughout the county from the City of Longmont offices, employing a comprehensive workflow and data management system using a cloud-based platform. The State of Colorado and HUD approved a suballocation of more than \$60 million to address housing repairs, housing buyouts, including matching the Hazard Mitigation Grant Program through the global match approach. Based on the success of the collaborative approach, HUD has recommended this as a best practice for disaster-impacted communities.

### **EMPLOYMENT HISTORY**

ICF Director Disaster Management. 2019–Present. Siefert Management Solutions. Principal Consultant. 2018–2019. Hagerty Consulting. Director of CDBG-DR Programs. 2013–2018. CDM Smith. CDBG-DR Program Manager. 2009–2013. ICF Senior Manager and Monitoring Expert. 2006–2009. City of Arlington, TX. Director, HUD Grants. 2004–2006. Tarrant County, TX. Senior Planner. 2000–2004. Disaster Recovery Staff Augmentation Volume I. Technical Proposal



#### **Qualifications Highlights**

- Over 10 years of DRGR, CDBG, and CDBG-DR experience
- Assists with CDBG-DR programs, frequently referencing 2 CFR 200 regulations to provide current and applicable guidance to grantees
- Supervised a team of fiscal/budget analysts to oversee a \$4.2 billion CDBG-DR budget

### Location

• Atlanta, GA

### **Education**

- MPA, Cornell Institute of Public Affairs, Concentration in Economic and Financial Policy, 2013
- BA, Liberal Arts, Social Behavioral Science, Concentration in Economics, Soka University of America, 2011

### **Certifications and Trainings**

• QuickBase Application Builder, 2020

### Ndubuisi "Onye" Ibeh, MPA

Financial Compliance, Federal Record Keeping, System of Record Lead

### REFERENCES

### Reference 1:

Name: Blake Stroud Title: Senior Financial Officer Agency/Company: OHCS Contact number: 971.208.0786 Email: Blake.Stroud@hcs.oregon.gov

### <u>Reference 2:</u>

**Name:** Jennifer Peters **Title:** Branch Manager, CDBG Public Facilities/Position

Agency/Company: Kentucky DLG

Contact number: 502.892.3469

Email: jennifer.peters@ky.gov

### <u>Reference 3:</u>

Name: Brenda Carty Title: (Former) CDBG-DR Finance Manager

Agency/Company: U.S. Virgin Islands Housing Finance Authority

Contact number: 340.227.5450 Email: N/A

### **RELEVANT PROJECT EXPERIENCE**

### OHCS, 2023–Present

*CDBG-DR Finance and Compliance Lead.* Mr. Ibeh is assisting Oregon with setting up its financial processes before the launch of the CDBG-DR programs. Current work includes updating its financial manual, drafting guidance for subrecipients, developing SOPs, setting up DRGR activities, etc. Much of this work requires thinking through financial processes with the client and ensuring Oregon is compliant.

### IEDA, 2022–Present

*Project Manager.* CDBG–DR action plan services. Mr. Ibeh is assisting IEDA with completion of its financial certification for the CDBG–DR grant, development of its action plan, development of the language access plan/citizen participation plan, and development of policies and providing ad hoc research and technical assistance.



### Kentucky DLG, 2022–Present

Deputy Project Manager. CDBG-DR action plan services. Mr. lbeh is assisting DLG with development of its action plan, review of unmet needs data, and development of policies and providing ad hoc technical assistance.

### Texas GLO, 2019–Present

*CDBG-DR/MIT SME*. CDBG program services. Mr. Ibeh is assisting GLO with reconciling accounting data to ensure expenditures are reflected correctly, reviewing vouchers to ensure documentation is adequate to secure federal funding, developing the financial tracking system, reviewing its financial certifications for CDBG-MIT funds, and developing SOPs. He also helps review CDBG-MIT applications submitted by subrecipients. He has worked with a team to develop a seven-module training for GLO on 2 CFR 200 regulations and their applicability to current action plan programs and program guidelines.

### **EMPLOYMENT HISTORY**

ICF. Disaster Manager. 2019–Present. NYC OMB. Unit Head (Fiscal and Budget). 2017–2019. NYC OMB. Supervising Analyst. 2015–2017. NYC OMB. Senior Analyst. 2014–2015. NYC OMB. Analyst. 2013–2014.



### **Qualifications Highlights**

- Over 17 years of disaster recovery experience
- HUD CDBG and HOME programs
- Counseling for vulnerable populations
- 10 years of construction experience

### Location

• Beaumont, TX

### Education

- MEd, Counseling and Development, Lamar University, 1995
- BBA, Marketing, Lamar University, 1976

### **Certifications and Trainings**

- Section 3 Certificate, 2011
- HUD Environmental Review 2008
- Building HOME, 2008
- HOME Income training, 2011
- Basically CDBG, 2008
- FEMA, 2016, IS-100.HCb, IS-200.HCa, IS-700.A, IS-800.B

### Candye Anderson, MEd

Single Family Housing Lead

### REFERENCES

### Reference 1:

Name: Mike Gerber Title: President and CEO Agency/Company: Housing Authority of the City of Austin

Contact number: 512.767.7787 or 512.477.4488

Email: mikeg@hacanet.org or nidiah@hacanet.org

### Reference 2:

Name: Jennifer Molinari Title: Retired Director of State-Run Housing Programs

Agency/Company: Texas GLO

Contact number: 512.698.5975

Email: Jennifer\_molinari@hotmail.com

### Reference 3:

Name: Chester Jourdan Title: Former Executive Director

Agency/Company: South East Texas Regional Planning Commission

Contact number: 409.332.6107

Email: cjourdan102@gmail.com

### **RELEVANT PROJECT EXPERIENCE**

### Community Development Block Grant CARES Act (CDBG-CV) Program, State of California Department of Housing and Community Development (HCD), 2021–Present

Senior Grant Manager. Ms. Anderson was one of two ICF leads who were the initial points of contact with the California HCD leadership team assisting with identifying immediate technical assistance and program staff augmentation needs. She identified ICF staff persons from other projects who were able to provide immediate application reviews. Due to her experience with CDBG-DR construction projects, she serves as the lead for the 25 CDBG-CV Homekey projects which comprised more than half of approximately \$143 million allocated for CDBG-CV-2/3. These funds were primarily earmarked for acquisition, rehabilitation, and conversion of nonresidential units such as hotels and motels to permanent or interim housing. The Homekey team was assigned to move the applications through the standard agreement process and assist in ensuring all projects meet HUD compliance



for all cross-cutting federal requirements as well as meeting the national objective by the closeout deadline of the projects and provide ongoing technical assistance as projects move to completion.

#### Program Management Services for CDBG-DR, City of Columbia, 2020-Present

*Client and Constituent Services Manager.* Ms. Anderson remotely reviewed all 454 applications received for all programs in the CDBG–DR program for eligibility and compliance. She identified missing documentation, developed and/or updated program forms and drafted communications to applicants to update them on the progress of their applications. She also reviewed and edited policies and procedures for multiple program types. As the project approaches completion of all homes, she is actively involved in reviewing closeout data, ensuring all project files will meet HUD compliance requirements.

## City of Houston Housing Assistance Program, ICF, Houston, 2018–2020

Intake Operations Manager. Ms. Anderson was a member of the initial City of Houston team that set up the housing resource centers (HRCs); identified, interviewed, and trained staff; and began the initial assessment of surveys. She worked closely with HRC managers, whose direct engagement with the applicants resulted in the submission of 3,095 applications for review. Ms. Anderson interacted directly with city staff to identify priority applicants to expedite site inspection and file review. Adept in the city's data management system, she analyzed datasets to identify concerns within the survey and application populations and advised the city when more applications needed to be released enabling the program to respond to changes on the ground.

#### Disaster Recovery Gulf Coast Region, AECOM, Beaumont, 2017–2018

Senior Client Account Manager. Ms. Anderson assisted multiple clients with establishing and implementing CDBG–DR and FEMA–funded disaster recovery programs in Texas and the Gulf. She provided program oversight and technical assistance, and she conducted outreach and marketing in affected communities to enable recovery activities. She also identified key players in affected communities and guided the establishment of relationships with community–based organizations.

#### **EMPLOYMENT HISTORY**

ICF. CDBG-DR Operations Manager. 2018-Present.

AECOM. Senior Client Manager. 2017–2018.

Legacy Community Health. Regional Administrator. 2014–2017.

South East Texas Regional Planning Commission. CDBG-DR Contract Manager. 2011–2014.

Texas Department of Housing and Community Affairs. CDBG-DR Field Officer. 2007–2011.

South East Texas Regional Planning Commission. Community Development Director. 2003–2007.



#### **Qualifications Highlights**

- More than 17 years of experience in affordable housing, homelessness services, grant management, program design, monitoring and compliance, and asset management
- Expertise in affordable housing development using state and federal funds (i.e., CDBG, HOME, LIHTC, etc.)

#### Location

• San Bernardino, CA

#### **Education**

- MPA, Public Administration, California State University, San Bernardino, 2004
- BA, Communication, San Diego State University, 1999

#### **Certifications and Trainings**

- National Development
   Council, 2009
- Homeownership Finance, 2009
- Rental Housing Development Finance, 2010
- Financial Analysis for Rental Housing, 2010

# Shanikqua "Shaq" Freeman, MPA Multifamily Housing Lead

## REFERENCES

## Reference 1:

Name: Gary Hallen Title: Assistant City Manager Agency/Company: City of Bakersfield Contact number: 909.273.0724 Email: ghallen@bakersfieldcity.us

#### Reference 2:

Name: Diane Cotto Title: Housing Manager Agency/Company: City of Upland Contact number: 909.931.4146 Email: dcotto@uplandca.gov

#### <u>Reference 3:</u>

Name: William "Bill" Povalla Title: Senior Program Specialist Agency/Company: Michigan Economic Development Corporation

Contact number: 773.458.0526 Email: povallab@michigan.org

## **RELEVANT PROJECT EXPERIENCE**

**CDBG-DR/MIT Multifamily Housing Program, Michigan Economic Development Corporation, Michigan, 2022–Present** *Project Lead.* Ms. Freeman developed a \$7.9 million multifamily new construction rental program as part of the \$71.9 million disaster recovery efforts resulting from statewide 2020 and 2021 disaster events.

#### CDBG-DR/MIT, Bowling Green Housing Recovery Program, Bowling Green, KY, 2022–Present

*Project Lead.* Ms. Freeman developed a \$2 million affordable housing new construction program funded with Coronavirus Local Fiscal Recovery Funds as part of the \$16.6 million American Rescue Plan Act recovery efforts resulting from the COVID-19 pandemic.

## Homeownership Opportunities Program, OHCS, Oregon, 2023– Present

*Project Lead.* Ms. Freeman developed a \$119.3 million single-family new construction homeownership program for first-time disaster-impacted/first-time homebuyers affected by the 2020 wildfires.



#### Smart Moves Program, New Jersey DCA, New Jersey, 2022–2023

*Project Lead*. Ms. Freeman developed a \$100 million single-family new construction homeownership program, as part of the \$228 million disaster recovery efforts resulting from Hurricane Ida and Super Storm Sandy.

#### Multifamily Affordable Housing Development, County of San Bernardino, CA, 2016–2022

*Project Lead.* Ms. Freeman provided guidance, oversight, and direction to project managers during all phases of the development of multifamily affordable housing developments, to ensure compliance with federal (HUD) and state regulatory and development requirements. She managed all aspects of development (i.e., acquisition, due diligence, relocation, environmental studies/clearances to conform with the National Environmental Policy Act/California Environmental Quality Act, entitlements, construction management, financing, DBRA, financial analysis, underwriting, requests for release of funds/authorizations to use grant funds processes, and funding deadlines). Notable projects include Bloomington Grove I, II, III, and Lillian Court, 469 units; Golden Apartments, 21 units; Village, 87 units; and Horizons at Yucaipa, 50 units.

#### Affordable Housing Asset Management, County of San Bernardino, CA, 2016–2022

*Program Lead.* Ms. Freeman led a team of three to manage a robust, \$91 million multifamily affordable housing portfolio comprising approximately 70 affordable and bond multifamily projects (more than 4,200 units) and a 350 single-family loan portfolio. She oversaw monitoring and compliance of the affordable/rent-restricted projects focusing on policy and regulatory physical site; tenancy compliance, namely, transactional asset management (e.g., recapitalizing assets, negotiating work outs and loan restructures, resales); property and portfolio performance management (i.e., analyzing project operations and financials, loans servicing); physical site management (i.e., onsite inspections to ensure compliance with the ADA, Section 504, Fair Housing); and tenancy compliance (i.e., eligibility, unit mix, rent and income limits/calculation methodologies).

#### **EMPLOYMENT HISTORY**

ICF. Disaster Recovery Policy Manager. 2022–Present. County of San Bernardino, CA. Deputy Director. 2016–2022. City of Moreno Valley, CA. Housing Program Coordinator. 2007–2016. Lennar Homes. Acting Project Manager/Project Coordinator. 2005–2007.



#### **Qualifications Highlights**

- Over 13 years of experience working with CDBG-DR
- Designed and deployed resilient infrastructure programs at the federal and state levels, including the NDR Competition (HUD), the Resilient Communities Program (New Jersey), and the CDBG-MIT Action Plan (Alaska)
- Designed and implemented research scopes of work investigating outcomes and best practices of HUD resilience programs

#### Location

• Washington, DC

#### **Education**

- MUP, Urban Planning, New York University, Robert F. Wagner Graduate School of Public Service, 2009
- BA, History, Washington University in St. Louis, 2003

#### **Certifications and Trainings**

- Certified Expert in Climate Adaptation Finance, Frankfurt School of Finance and Management, Online, 2019–2020
- Harvard Kennedy School Executive Education Course, Climate Change Policy: Economics and Politics, 2021
- World Bank, Climate Finance Essentials: Innovative Finance for the Climate Change Challenge (Certificate), 2021

# Christopher Narducci, MUP

#### Mitigation/Infrastructure Lead

#### REFERENCES

<u>Reference 1:</u> Name: Pauletta Bourne Title: Grant Administrator

**Agency/Company:** Department of Commerce, Community, and Economic Development

Contact number: 907.451.2721

Email: pauletta.bourne@alaska.gov

#### <u>Reference 2:</u>

**Name:** Jennifer Peters Title: Branch Manager, CDBG Public Facilities/Position

Agency/Company: Kentucky DLG

Contact number: 502.892.3469

Email: jennifer.peters@ky.gov

#### <u>Reference 3:</u>

Name: William "Bill" Povalla Title: Senior Program Specialist

Agency/Company: Michigan Economic Development Corporation

Contact number: 773.458.0526

Email: povallab@michigan.org

#### **RELEVANT PROJECT EXPERIENCE**

#### CDBG-MIT Action Plan, State of Alaska, 2022–2023

Project Manager. Mr. Narducci served as project manager, supporting the State of Alaska in developing an action plan for the use of HUD CDBG-MIT grant funds. The action plan includes a comprehensive analysis of mitigation needs to inform allocation of funds. With support from ICF, the state will design and implement efforts to upgrade flood mapping technologies in Anchorage, construct a tsunami warning system in Kenai Peninsula, and launch a home flood mitigation program in Matanuska-Susitna. ICF assisted the state in analyzing needs data, leading the public outreach and participation plan, and coordinating decision-making with state and local hazard mitigation officials. ICF will continue working with Alaska to develop program policies and guidelines that support implementation.



#### CDBG-DR Resilient Communities Infrastructure Program, State of New Jersey, 2022-Present

*Program Manager.* Mr. Narducci managed engagement with the State of New Jersey to develop policies and procedures for the Resilient Communities Infrastructure Program, a statewide competition for funds for infrastructure projects that reduce the risk of future disasters. Mr. Narducci led development of the program design, the policy framework, and the scoring process to promote funding of projects that are cost effective, reduce risk to current and future hazard risks, and prioritize equitable outcomes among the state's diverse populations.

Hampton Roads Regional Housing Planning Project, City of Virginia Beach, VA, 2022-2023

Senior Consultant. Mr. Narducci engaged with the City of Virginia Beach and Hampton Roads regional planning leadership to support components of a disaster housing planning project. He led community focus groups on resources for housing response and recovery. He also provided expertise and guidance on development of the Hampton Roads Regional Post–Disaster Housing Recovery Playbook, which included an operationalization plan for the region to respond to barriers and challenges implementing the plan. He supported the development of training on the playbook and federal resilience resources. He also supported the development of hazard profiles for the region, including analysis of impacts of 25–, 100–, and 500–year wind and flood events to the region's housing and vulnerable populations.

#### NDR Competition/Rebuild by Design, HUD Nationwide, 2015-2022

Policy Advisor and Research Lead. Mr. Narducci supported the launch and administration of HUD's CDBG-DR resilience portfolios, including nearly \$2 billion for Rebuild by Design and the NDR Competition. He managed and provided policy guidance on development of the competition and grant framework, supporting implementation of funds awarded to 13 jurisdictions that experienced natural disasters to help them rebuild and increase their resilience to future disasters. He developed policy guidance, memos, and webinars interpreting HUD requirements, including guidance resilience performance measurement and outcomes. He conducted research on disaster recovery programs to inform HUD's strategic allocations for Rebuild by Design and the NDR Competition. Mr. Narducci designed and procured a research scope of work, evaluating the efficacy and implementation practices of HUD disaster resilience and recovery efforts.

#### **EMPLOYMENT HISTORY**

ICF. Senior Manager, Disaster Management. 2022–Present.
HUD. Social Scientist, Policy Development and Research. 2017–2022.
HUD. CDBG-DR Specialist, Community Planning and Development. 2013–2017.
Urban Institute. Research Associate, Metropolitan Housing and Communities. 2010–2013.
Furman Center for Real Estate and Urban Policy, NYU. Research Associate. 2007–2009.
Federal Emergency Management Agency. Hurricane Katrina Recovery Center Program Lead. 2005–2006.



**Qualifications Highlights** 

- Wrote the policies and procedures for New Jersey's 22 CDBG-DR programs implemented by the state, including that agency's monitoring and compliance plan for each of the programs, resulting in auditready files
- Reviewed North Carolina's CDBG-DR housing repair, small rental, and buyout program policies and procedures for compliance with duplication of benefits, URA, lead based paint, damage assessments, housing counseling, and LMI expenditure

#### Location

• Reston, Virginia

#### **Education**

- MPA, Public Administration, University of Baltimore, 1987
- BA, Urban Studies, Roanoke College, 1978

#### **Certifications and Trainings**

- Certified HOME Specialist— Rental Housing Compliance, 2010
- Certified HOME Specialist— Administration, 2009

# Kevin Roddy, MPA Monitoring and Compliance Lead

## REFERENCES

## Reference 1:

Name: Joseph Kralicek Title: Executive Director Agency/Company: Tulsa Area Emergency Management Agency Contact number: 918.596.9898

Email: jkralicek@tulsacounty.org

## Reference 2:

Name: Jeannine Busch Title: Partner Agency/Company: Carr, Riggs & Ingram, LLC

contact number: 850.201.5856

Email: jbusch@cricpa.com

## <u>Reference 3:</u>

**Name:** Thomas Kurek **Title:** Director of Public/Private Partnerships

Agency/Company: Colorado Department of Personnel and Administration

Contact number: 267.240.4571 Email: Thomas.kurek@state.co.us

## **RELEVANT PROJECT EXPERIENCE**

# Flood Protection Buyout Program, City of Minot, ND, 2023–Present

*Technical Director.* Mr. Roddy is leading a relocation team to assist the city to purchase repetitively flooded properties adjacent to the Souris River, including a 132-unit mobile home park. Mr. Roddy is developing a plan for relocation of the Parkview mobile home park residents; obtain and review tenant information for compliance; determine whether URA assistance is available and applicable; provide relocation assistance counseling; contact and meet with tenants; prepare and send URA notices/offers, including the General Information Notice and Notice of Relocation Eligibility; provide advisory services; prepare and submit relocation claims; and process release relocation assistance payments.

## **CDBG-MIT Programs, Florida Commerce, 2020–Present** *Technical Director.* Mr. Roddy is supporting state grant

administrators to implement over \$633 million in CDBG-MIT funding, in response to disasters in 2016 and 2017. Assistance



includes review for eligible activities for projects addressing infrastructure, housing, economic development, and mitigation planning.

**CDBG-DR Homeowner Assistance Program, City of Houston, TX, 2018–2020** *Technical Director.* Mr. Roddy was responsible for **monitoring all crosscutting federal requirements** for the Hurricane Harvey disaster recovery programs and for effectively overseeing CDBG-DR compliance for the homeowner program, including **compliance oversight of the application intake operations**, the quality assurance and quality control review process, training of intake and program staff, and other federal disaster requirements. He was responsible for coordinating with outside legal counsel for the title search and ownership reviews of over 5,000 properties across the city.

#### **EMPLOYMENT HISTORY**

ICF. Technical Director, Disaster Management. 2008–Present. ICF. Principal. 2006–2008 ICF. Project Manager. 2002–2006 Dennison Associates, Inc., Senior Analyst. 2000–2002 Baltimore County, MD. Community Development Grants Administrator. 1990–2000 Baltimore City, MD. Real Estate Agent II. 1983–1990





# 6 Attachments

# **Certificate of Good Standing**

Corporations Section P.O.Box 13697 Austin, Texas 78711-3697



John B. Scott Secretary of State

#### Office of the Secretary of State

#### Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application for Certificate of Authority for ICF Incorporated, L.L.C., authorized under the name ICF, L.L.C. (file number 800560761), a DELAWARE, USA, Foreign Limited Liability Company (LLC), was filed in this office on October 19, 2005.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on August 18, 2022.



John B. Scott Secretary of State

Phone: (512) 463-5555 Prepared by: SOS-WEB Come visit us on the internet at https://www.sos.texas.gov/ Fax: (512) 463-5709 TID: 10264

Dial: 7-1-1 for Relay Services Document: 1170929860004



# **Certification Form Note**

#### Certification Form Note

#### THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE RESPONDENT'S RFP SUBMISSION

The undersigned hereby certifies, on behalf of the Respondent named in this Certification Form Note (the "Respondent"), that the information provided in this RFP response submitted to the Neighborhood Services Department is accurate and complete, and I am duly authorized to submit same as part of this RFP response. I hereby certify that the Respondent has reviewed this RFP in its entirety and accepts its terms and conditions.

ICF Incorporated, L.L.C.

Name of Respondent

Cara M. Small

Typed Name of Respondents' Authorized Representative

Cara M. Small

Signature of Respondent's Authorized Representative

Senior Manager, Contracts

Title of Respondent's Authorized Representative

3/8/2024

Date

# **Negative History Cert**

ICF notes two pending matters: (i) A civil matter is under review by the government involving a project from the 2013–2015 time period, but Consultant has not been formally served and it is not a matter of public record; and (ii) a private individual filed a claim in state/local district court; ICF disputes the claim.

# **Licensing and Cert Requirements**

Licenses and certifications are not applicable to ICF's performance under the SOW and RFP specifications.

# Proof of Registration in the System of Award Management

Description       Purpose of Registration         Active Registration       Feb 17, 2024         Physical Address       SMS71         Registration Status       Expiration Date         Active Registration       Feb 17, 2024         Physical Address       1002 Reston Metro Plaza         Reston, Virginia 20190-5231       Reston, Virginia 20190-5231         United States       Division Name (blank)         Congressional District       State / Country of Incorporation Virginia 11         Delaware / United States       Initial Registration Date Attive Registration Date         Activation Date       State / Country of Incorporation Mitige States         Division Name (plank)       Division Name (blank)       Division Number (blank)         Congressional District       State / Country of Incorporation Mitige States       URL         Attivation Date       Submission Date       Initial Registration Date         May 10, 1985       Dec 31       Jan 7, 2002         Entity Dates       Piscal Year End Close Date       Jan 7, 2002         Entity State Date       Jan 7, 2002       Entity State Date         May 10, 1985       Dec 31       Intereston Date       Jan 7, 2002         Entity State Date       Jan 7, 2002       Entity State Date       Jan 7, 2002			
Unique Entity ID       CAGE / NCAGE       Purpose of Registration         QHBLBNKKV4UJ3       SM571       All Awards         Registration Status       Expiration Date       All Awards         Active Registration       Feb 17, 2024       Physical Address         Physical Address       Mailing Address       1902 Reston Metro Plaza         Reston, Virginia 20190-5231       Reston, Virginia 20190-5231       United States         Durited States         Division Name         (plank)       (plank)       (plank)         Congressional District       State / Country of Incorporation       URL         Virginia 11       Delaware / United States       Inttal Registration Date         Adtvation Date       Submission Date       Initial Registration Date         Mar 14, 2023       Feb 17, 2023       Jan 7, 2002         Entity Date         Entity Dates       Discal Year End Close Date         May 10, 1985       Dec 31       Immediate Owmer         CAGE       Legal Business Name       Country Close Date	Last updated by Donna Daggett on Feb 17, 2023 at	12-09 PM	ICF INCORPORATED, L.L.C.
Unique Entity ID CAGE / NCAGE Purpose of Registration GHBLBNKKV4U3 SMS71 All Awards All All Awards All All Awards All Awards All Awards All Awards All Awards All Awards All Awards	SAM.GOV*		
QHBLBNKKV4U3     SM571     All Awards       Registration Status     Expiration Date       Active Registration     Feb 17, 2024       Physical Address     Mailing Address       1902 Reston Metro Plaza     1902 Reston Metro Plaza       Reston, Virginia 20190-5231     Reston, Virginia 20190-5231       United States     United States       Business Information     Division Name       Doing Business as     Division Name       (blank)     (blank)       Congressional District     State / Country of Incorporation       Virginia 11     Delaware / United States       Activation Dates     Submission Date       Artivation Date     Initial Registration Date       Mar 14, 2023     Feb 17, 2023       Entity Dates     Fiscal Year End Close Date       May 10, 1385     Dec 31       Immediate Owner     Legal Business Name	ICF INCORPOR	ATED, L.L.C.	
Active Registration       Feb 17, 2024         Physical Address       Mailing Address         1902 Reston Metro Plaza       1902 Reston Metro Plaza         Reston, Virginia 20190-5231       Reston, Virginia 20190-5231         United States       United States         Business information       Division Name (blank)       Division Number (blank)         Congressional District       State / Country of Incorporation       URL         Virginia 11       Delaware / United States       Nttp://www.lcf.com/         Registration Dates       Activation Date       Initial Registration Date         Mar 14, 2023       Feb 17, 2023       Jan 7, 2002         Entity Dates       Fiscal Year End Close Date       Jan 7, 2002         Immediate Owner       CoGE       Legal Business Name			
1902 Reston Metro Plaza       1902 Reston Metro Plaza         Reston, Virginia 20190-5231       Reston, Virginia 20190-5231         United States       United States         Business information         Doing Business as (blank)       Division Name (blank)       Division Number (blank)         Congressional District       State / Country of Incorporation       URL         Virginia 11       Delaware / United States       http://www.icf.com/         Registration Dates       Submission Date       Initial Registration Date         Mar 14, 2023       Feb 17, 2023       Jan 7, 2002         Entity Dates       Entity Start Date       Fiscal Year End Close Date         May 10, 1985       Dec 31       Immediate Owner         CAGE       Legal Business Name       Legal Business Name	-	· · · · · · · · · · · · · · · · · · ·	
Doing Business as (blank)     Division Name (blank)     Division Number (blank)       Congressional District     State / Country of Incorporation     URL       Virginia 11     Delaware / United States     http://www.icf.com/       Registration Dates     Activation Date     Initial Registration Date       Mar 14, 2023     Feb 17, 2023     Jan 7, 2002       Entity Dates     Fiscal Year End Close Date     Jan 7, 2002       Immediate Owner     Code     Legal Business Name	1902 Reston Metro Plaza Reston, Virginia 20190-5231	1902 Reston Metro Plaza Reston, Virginia 20190-5231	
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Virginia 11     Delaware / United States     http://www.lct.com/       Registration Dates     Activation Date     Initial Registration Date       Activation Date     Submission Date     Initial Registration Date       Mar 14, 2023     Feb 17, 2023     Jan 7, 2002       Entity Dates     Entity Dates     Entity Start Date       May 10, 1985     Dec 31     Immediate Owner       CAGE     Legal Business Name     Engli Business Name	2		
Activation Date     Submission Date     Initial Registration Date       Mar 14, 2023     Feb 17, 2023     Jan 7, 2002       Entity Dates     Entity Start Date     Jan 7, 2002       Entity Start Date     Fiscal Year End Close Date     Jan 7, 2002       May 10, 1985     Dec 31     Jan 7, 2002       Immediate Owner     CAGE     Legal Business Name	-	- · · ·	
Mar 14, 2023     Feb 17, 2023     Jan 7, 2002       Entity Dates     Entity Start Date     Fiscal Year End Close Date       May 10, 1985     Dec 31     Immediate Owner       CAGE     Legal Business Name     Immediate Owner	Registration Dates		
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May 10, 1985 Dec 31 Immediate Owner CAGE Legal Business Name	Entity Dates		
CAGE Legal Business Name	-		
	Immediate Owner		
		-	
Highest Level Owner	Highest Level Owner		
CAGE Legal Business Name 70LB2 ICF INTERNATIONAL, INC.		-	

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

#### Yes

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, beiongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes

#### **Proceedings Questions**

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

Yes

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Yes

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, relimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

#### No

Exclusion Summary

https://sam.gov/entity/QHBLBNKKV4U3/coreData7status=Active

Page 1 of 5



-Active Exclusions Records? No SAM Search Authorization I authorize my entity's non-sensitive information to be displayed in SAM public search results: Yes Entity Types Business Types Entity Structure Organization Factors Entity Type Other Business or Organization Limited Liability Company Profit Structure For Profit Organization Socio-Economic Types Check the registrant's Reps & Certs, If present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an \$BA-certified HUBZone small business concern. Additional small business information may be found in the \$BA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration. Financial Information Accepts Credit Card Payments Debt Subject To Offset Yes No EFT Indicator CAGE Code 0000 5M571 Electronic Funds Transfer Account Type Routing Number Lock Box Number +++++7607 Checking (blank) Financial Institution Account Number PNC BANK, NEW JERSEY +++++74453 Automated Clearing House Phone (U.S.) Email Phone (non-U.S.) 2029736222 (blank) (blank) Fax (blank) Remittance Address ICF INCORPORATED LLC P.O. Box 775367 Chicago, Illinois 60677 United States Taxpayer Information EIN Type of Tax Taxpayer Name \*\*\*\*\*3615 ICF INCORPORATED LLC Applicable Federal Tax

Name/Title of Individual Executing Consent

Signature

ROBERT F TOTH

TIN Consent Date Senior Vice President, Contracts & Administration Feb 17, 2023

Reston, Virginia 20190 Points of Contact

1902 Reston Metro Plaza

2021

Address

Accounts Receivable POC я, Karolyn Gardner Karolyn.Gardner@icf.com 7032250160

Tax Year (Most Recent Tax Year)

https://sam.gov/entity/QHBLBNKKV4U3/coreData?status=Active

Page 2 of 5

ICF INCORPORATED, LL.C.

Last updated by Donna Daggett on Feb 17, 2023 at 12:09	PM
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1902 Reston Metro Plaza

Reston, Virginia 20190

1902 Reston Metro Plaza

Reston, Virginia 20190 United States

1902 Metro Plaza

United States

United States

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United States

Reston, Virginia 20190

1902 Reston Metro Plaza Reston, Virginia 20190

1902 Reston Metro Plaza

Reston, Virginia 20190

1902 Reston Metro Plaza Reston, Virginia 20190

United States

#### Electronic Business

2 Karolyn Gardner Karolyn.Gardner@icf.com 7032250160 Kate Grimes

Katherine.Grimes@icf.com 7032726633

#### Government Business

8 Karolyn Gardner Karolyn.Gardner@icf.com 7032250160 Donna Daggett Donna.Daggett@icf.com 7032252958

#### Past Performance

8 Lee Jackson Lee.Jackson@lcf.com 8022643722

Zack Zlemba Zack.Ziemba@icf.com 9192931678

#### Service Classifications

#### NAICS Codes

NAICS CODES		
Primary Yes	NAICS Codes 541611	NAICS Title Administrative Management And General Management Consulting Services
	334111	Electronic Computer Manufacturing
	512110	Motion Picture And Video Production
	518210	Computing Infrastructure Providers, Data Processing, Web Hosting, And Related Services
	522310	Mortgage And Nonmortgage Loan Brokers
	541219	Other Accounting Services
	541330	Engineering Services
	541360	Geophysical Surveying And Mapping Services
	541430	Graphic Design Services
	541511	Custom Computer Programming Services
	541512	Computer Systems Design Services
	541519	Other Computer Related Services
	541612	Human Resources Consulting Services
	541613	Marketing Consulting Services
	541614	Process, Physical Distribution, And Logistics Consulting Services
	541618	Other Management Consulting Services
	541620	Environmental Consulting Services
	541690	Other Scientific And Technical Consulting Services
	541713	Research And Development in Nanotechnology
	541714	Research And Development in Biotechnology (Except Nanobiotechnology)
	541715	Research And Development in The Physical, Engineering, And Life Sciences (Except Nanotechnology And Biotechnology)
	541720	Research And Development in The Social Sciences And Humanities

https://sam.gov/entity/QHBLBNKKV4U3/coreData?status=Active

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#### ICF INCORPORATED, L.L.C.

541810	Advertising Agencies
541820	Public Relations Agencies
541850	Indoor And Outdoor Display Advertising
541910	Marketing Research And Public Opinion Polling
541990	All Other Professional, Scientific, And Technical Services
561110	Office Administrative Services
561422	Telemarketing Bureaus And Other Contact Centers
561920	Convention And Trade Show Organizers
562910	Remediation Services
611310	Colleges, Universities, And Professional Schools
611430	Professional And Management Development Training
611512	Flight Training
611519	Other Technical And Trade Schools
611710	Educational Support Services
621492	Kidney Dialysis Centers
622110	General Medical And Surgical Hospitals
623110	Nursing Care Facilities (Skilled Nursing Facilities)
712120	Historical Sites
925120	Administration Of Urban Planning And Community And Rural Development

Size Metrics			
IGT Size Metrics			
Annual Revenue (from all IGTs) (blank)			
Worldwide			
Annual Receipts (in accordance with 13 CFR 121) \$1,553,048,000.00	Number of Employees (in accordance with 13 CFR 121) 8000		
Location			
Annual Receipts (in accordance with 13 CFR 121) (blank)	Number of Employees (in accordance with 13 CFR 121) (blank)		
Industry-Specific			
Barrels Capacity	Megawatt Hours	Total Assets	
(blank)	(blank)	(blank)	
Electronic Data Interchange (EDI) Information			
This entity did not enter the EDI information			
Disaster Response			
Yes, this entity appears in the disaster response reg	istry.		
Bonding Levels	Dollars		
https://sam.gov/entity/QHBLBNKKV4U3/coreData?status=Activ	e .	Page 4 of	5



#### Last updated by Donna Daggett on Feb 17, 2023 at 12:09 PM

(blank)	(blank)
States	Counties
Any	(blank)

ICF INCORPORATED, L.L.C.

Metropolitan Statistical Areas (blank)

# 



icf.com

#### **Disaster Management**

ICF is a global consulting services company, but we are not your typical consultants. We help clients navigate change and better prepare for the future.

Our team helps communities prepare for, respond to, and recover from natural disasters. As an established leader, we bring deep on-the-ground experience from nearly every major natural disaster in recent U.S. history. Over the last two decades, we've successfully supported recovery efforts in New Jersey, New York, Georgia, Louisiana, Puerto Rico, Texas, and more, often exceeding project requirements. From over 25 years of partnership with HUD and FEMA to our many state and local partners, we are well-known and trusted for our ability to process hundreds of thousands of applications and assist grantees in awarding over \$12 billion to affected property owners over the years. Learn more at icf.com/work/disaster-management.

#### About ICF

ICF (NASDAQ:ICFI) is a global consulting services company with approximately 9,000 full-time and part-time employees, but we are not your typical consultants. At ICF, business analysts and policy specialists work together with digital strategists, data scientists and creatives. We combine unmatched industry expertise with cutting-edge engagement capabilities to help organizations solve their most complex challenges. Since 1969, public and private sector clients have worked with ICF to navigate change and shape the future.

#### Official site of the City of Fort Worth, Texas

# **CITY COUNCIL AGENDA**



#### Create New From This M&C

DATE:	6/25/2024 <b>REFERENCE</b> NO.:		**M&C 24- 0554	LOG NAME:	19PROFESSIONAL SERVICES AGREEMENT WITH ICF	
CODE:	С	TYPE:	CONSENT	PUBLIC HEARING:	NO	
<b>SUBJECT:</b> (ALL) Authorize Execution of a Professional Services Agreement with ICF Incorporated, L.L.C. in an Amount Not to Exceed \$982,000.00 for Consultant Services Related to the Implementation of the Community Development Block Grant Disaster						

Recovery Program for the Neighborhood Services Department

#### \_\_\_\_\_

**RECOMMENDATION:** 

It is recommended that the City Council authorize the execution of a professional services agreement with ICF Incorporated, L.L.C., in an amount not to exceed \$982,000.00, for consultant services related to the implementation of the Community Development Block Grant Disaster Recovery Program for the Neighborhood Services Department.

#### DISCUSSION:

The purpose of this Mayor and Council Communication (M&C) is to authorize the execution of a professional services agreement with ICF Incorporated, L.L.C. to provide consultant services (to include staff augmentation, general grant coordination and management, and project management services) for the current and anticipated implementation of the Community Development Block Grant Disaster Recovery (CDBG-DR) grants to the City of Fort Worth. On February 14, 2023, City Council approved M&C No. 23-0072 approving the CDBG-DR Action Plan and authorizing the acceptance of grant awards totaling \$27,420,000.00 from the United States Department of Housing and Urban Development (HUD) in response to Winter Storm Uri. This storm struck Texas in February 2021 and President Biden declared it a major disaster on February 19, 2021. Grant funds were provided to address the unmet need for impacted residents and property owners.

The Neighborhood Services Department (NSD), aiming to optimize current staff resources and streamline implementation processes, solicited applications from proposers with extensive CDBG-DR experience, program management, and grant coordination experience, through a competitive Request for Proposal (RFP) process. On February 19, 2024, NSD issued RFP Number NSD24-002, with a submittal due date of March 15, 2024.

In response to the RFP, the City received three proposals from qualified firms. The criteria outlined in the RFP included:

SCORING CRITERIA	Maximum Possible Points
A. COMPLETENESS OF RESPONSE - Pass/Fail	
Agency provided complete responses to RFP application questions/requirements (all information provided)	Pass/Fail
B. QUALIFICATION OF FIRM - Max. Points = 10	
Organizational background and overall experience	5
Applicant provided municipal references for recent CDBG-DR projects	5
C. QUALIFICATION OF PERSONNEL - Max. Points = 30	

Agency staff is able to provide augmentation services needed	5
Applicant provided clear description of project team, including roles, responsibilities, and depth of experience	10
Knowledge/experience in working with CDBG-DR and providing consultation services	15
D. WORK PLAN/PROJECT UNDERSTANDING AND APPROACH - Max.	Points =
40	
Clear plan to provide proposed services from implementation to completion	25
Agency has capacity to complete proposed project	15
E. COST - Max. Points = 20	
Overall proposed fee schedule	20
TOTAL -	100

# POINTS

A panel composed of NSD staff members assessed the submissions in alignment with the selection criteria and also contacted references provided by each applicant. The team then scored and identified a recommended consultant based on the following results:

Applicant Name	Price	<b>Review Team Score</b>
ICF Incorporated, L.L.C.	\$982,000.00	100
Hagerty Consulting	\$1,367,200.00	83
Tetra Tech	\$1,671,825.00	79

ICF Incorporated, L.L.C. (hereinafter "ICF") emerged as the top scorer among the proposals, earning recognition from the panel as the most qualified proposer. City staff therefore recommends awarding the contract to ICF.

ICF will assist in the following areas:

- 1. **Program Design approximately \$294,160.00**: ICF will help the City develop a comprehensive program design that aligns with the specific needs of our community and adheres to federal guidelines. This will include crafting a detailed plan that outlines how the CDBG-DR funds will be used to address the impacts of the disaster and support long-term recovery efforts.
- 2. **Compliance and Monitoring Plans approximately \$51,200.00**: To ensure that the City remains in full compliance with HUD's CDBG-DR requirements, ICF will develop customized monitoring plans. These plans will be based on HUD's CDBG-DR monitoring checklists and the City's final CDBG-DR policies, ensuring all activities are properly tracked and reported.
- 3. **Program Operations approximately \$287,820.00**: ICF will facilitate communication with partners and the public to establish a solid foundation for long-term recovery. This will include public outreach, stakeholder engagement, and transparent reporting practices.
- 4. Ongoing Technical Assistance (TA) and CDBG-DR Program Updates approximately \$240,988.00: ICF will provide continuous technical assistance and keep the City updated on any changes or new requirements in the CDBG-DR program. This ensures the City remains responsive and adaptive to evolving guidelines and best practices.
- 5. **Cross-Cutting Federal Requirements Support approximately \$58,160.00**: As new needs are identified through continuous assessment of the City's capacity gaps, ICF will be there to support various cross-cutting federal requirements and provide additional program support. This ensures that all aspects of the program are effectively managed and any issues are promptly addressed.

- 6. **Other Support and Consulting Functions approximately \$16,660.00**: ICF will provide ondemand TA to support NSD throughout the program life cycle, up to 100 hours, within the provided maximum not-to-exceed (NTE) price.
- 7. **Total Travel approximately \$33,012.00:** ICF estimates the Project Manager will spend three months onsite during the launch phase; Project Manager will spend one week of the subsequent three months onsite. Key Leads will travel to Fort Worth for up to two three-day trips.

The total cost for ICF's services will not exceed \$982,000.00, which reflects the extensive support and expertise they will bring to the City's recovery efforts. By engaging ICF, the City aims to build a robust and compliant CDBG-DR program that maximizes the impact of federal disaster recovery funds and supports our community's long-term resilience and recovery.

The consultation initiative is scheduled to commence in June 2024 and conclude by the end of June 2026. Funding for this activity has been allocated within the Administration and Program Delivery categories under the CDBG-DR grant based on funding allocations as follows:

#### ADMINISTRATION: \$395,652.00

- Program Design
- Compliance and Monitoring Plans
- Other Support and Consulting Functions
- Travel

#### PROGRAM DELIVERY: \$586,348.00

- Program Operations
- Ongoing Technical Assistance and CDBG-DR Program Updates
- Cross-Cutting Federal Requirements Support

Of the total CDBG-DR budget of 27,742,000.00, 7,971,970.00 (29\%) is allocated to Program Delivery across four program areas - Infrastructure, Mitigation, New Housing Construction, and Housing Rehabilitation. The estimated Program Delivery cost of 586,348.00 allocated to this activity will be expensed to each program area, based on the proportionality to the total program areas, as follows: Infrastructure (5\%) - 29,317.00; Mitigation (15\%) - 87,952.00; New Housing Construction (30\%) - 175,905.00; and Housing Rehabilitation (50\%) - 293,174.00.

Funding is budgeted in the Grants Operating Federal Fund for the Neighborhood Services Department for the purpose of funding the CDBG-DR (PY21/28) project, as appropriated.

This program is available in ALL COUNCIL DISTRICTS.

#### FISCAL INFORMATION/CERTIFICATION:

The Director of Finance certifies that funds are available in the current operating budget, as previously appropriated, in the Grants Operating Federal Fund for the CDBG-DR (PY21/28) project to support the approval of the above recommendation and execution of the agreement. Prior to an expenditure being incurred, the Neighborhood Services Department has the responsibility to validate the availability of funds.

#### то

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
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#### FROM

Fund	Department ID	Account I	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
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Submitted for City Manager's Office by:	Fernando Costa (6122)
Originating Department Head:	Kacey Bess (8187)
Additional Information Contact:	Terrance Jones (7563) Sharon Burkley (5785)

#### **ATTACHMENTS**

 19PROFESSIONAL SERVICES AGREEMENT WITH ICF funds availability.pdf
 (CFW Internal)

 B21MF480004 - Fort Worth Texas CDBG Disaster Recovery Grant Agreement Executed Revised.pdf
 (CFW Internal)

 B22MF480004 Fort Worth Texas CDBG Disaster Grant Agreement Executed Revised.pdf
 (CFW Internal)

 B22MF480004 Fort Worth Texas CDBG Disaster Grant Agreement Executed Revised.pdf
 (CFW Internal)

 CDBG-DR Budget Summary.xlsx
 (CFW Internal)

 CFW CDBG-DR Consultant RFP\_NSD24-002 v.2.pdf
 (CFW Internal)

 FID Table for CDBG-DR ICF contract.xlsx
 (CFW Internal)

 Form 1295 Certificate ICF.pdf
 (CFW Internal)

 ICF\_Fort Worth NSD24-002 Final.pdf
 (CFW Internal)

 MC 23-0072.pdf
 (CFW Internal)

SAMs search ICF INCORPORATED, L.L.C..pdf (CFW Internal)