



NORTHERN MARIANAS HOUSING CORPORATION

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

Email: nmhc@nmhc.gov.mp

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

Tels: (670) 234-9447

234-6866

234-7670

Fax: (670) 234-9021

09/21/23

Mr. Michael W. Makio, AIA
Managing Principal Architect
TRMA

P.O. Box 505555

Saipan, MP 96950

Tel: (670)233-9656

Email: arch@traguam.com/ jpangelinan@traguam.com

RE: Notice to Proceed (NTP)
Contract No.: NMHC 2023-011 (NMHC RFP 2023-001)
Architect-Engineering Services for the
Construction of New Classroom Buildings for the Northern Marianas College (NMC)

Dear Mr. Makio:

We are pleased to inform you that the contract processing is completed. This letter serves as our formal Notice To Proceed (NTP) to commence the Architect-Engineering Service for the Construction of New Classroom Buildings for the NMC. This NTP shall be effective September 21, 2023.

The contract performance time to complete the Architect- Engineering Services and the Construction Administration is eight hundred forty (840) calendar days. The Architectural and Engineering (A&E) Design Services will commence upon receipt of the NTP and shall be completed within a period of three hundred (300) calendar days, on or before July 17, 2024. The Construction Administration (CA) Services period of performance is five hundred forty (540) calendar days, and the date of commencement is to be determined, contingent upon the award of the construction contract. Thus, NMHC will issue a separate NTP for the CA services. The TRMA shall not exceed the contract price of \$2,162,422.75. Enclosed with this letter is a copy of your contract.

Should you have any questions or concerns, please do not hesitate to contact Mr. Jacob Muna at the numbers listed above or via email at officemanager@nmhc.gov.net.

Sincerely,

Jesse S. Palacios
Corporate Director



Tinian Field Office

Tel: (670)433-9213

Fax: (670)433-3690

“NMHC is an equal employment and fair housing public agency”

CDBG-DR Office

Tel: (670)233-9447/9448/9449

Rota Field Office

Tel: (670)532-9410

Fax: (670)532-9441

ROUTING SLIP

| ROUTE | DEPARTMENT/OFFICE | PRINT | DATE IN | DATE OUT |
|-------|------------------------------------|---------------|---------|----------|
| 1. | NMHC PROCUREMENT | Jaleny | | 9/08/23 |
| 2. | CORPORATE DIRECTOR | JSPalacios | 9/8/23 | 9/8/23 |
| 3. | CHIEF FINANCIAL OFFICER | M. Gibson | 9/8/23 | 9/9/23 |
| 4. | ATTORNEY GENERAL | | 9/11/23 | 9/12/23 |
| 5. | CHAIRWOMAN NMHC BOARD OF DIRECTORS | M Tomokane | 9/13/23 | 9/13/23 |
| 6. | CONTRACTOR | MICHAEL MAKIO | 9/13/23 | 9/14/23 |
| 7. | NMHC PROCUREMENT | Jacob | 9/19/23 | 9/19 |

CONTRACT SPECIFICATION

EXPENDITURE AUTHORITY : Jesse S. Palacios, Corporate Director
TYPE OF PROCUREMENT : Competitive Sealed Bid
VENDOR : Taniguchi Ruth Makio Architects (TRMA)
PROJECT : Architect-Engineer Services for the Construction of New Classroom Buildings for the Northern Marianas College (NMC)
 NMHC RFP 2023-001

AMOUNT : ADD -0-
TOTAL CONTRACT AMOUNT : NTE: \$2,162,422.75

ACCOUNT NUMBER : DR1.53702
CONTRACT NUMBER : NMHC 2023-011
 A&E Services & Construction Administration
 840- Calendars

Note: Please contact NMHC Office at (670)234-6866/9447 after the Attorney General signs the contract documents.

**NORTHERN MARIANAS HOUSING CORPORATION
CONTRACT FOR PURCHASE OF SERVICES**

I. PARTIES

This contract is between the NORTHERN MARIANAS HOUSING CORPORATION (NMHC), an autonomous public agency of the Commonwealth of the Northern Mariana Islands and referred to herein as "NMHC", and Taniguchi Ruth Makio Architects (TRMA) is referred to in this contract as the "Contractor."

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

II. NOTICE

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

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

Mr. Michael Blas Makio, AIA, LEED AP
Principal Architect
P.O. Box EA
Hagatna, Guam 96932
100 Cliff Business Center
Tel: (671)475-8772/Fax (671)472-3381
Email: arch@traguam.com/ MMakio@traguam.com
JPangelinan@traguam.com

III. COMMUNICATION

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

IV. GENERAL PURPOSE

The purpose of this contract is for the NMHC to procure from the Contractor the services described in this contract and in the attached exhibits and to enjoy any warranty or other services provided for by this contract. The services being procured are described as follows:

1. Architectural and Engineering (A&E) Design Services for the Construction of New Classroom Buildings for the Northern Marianas College (NMC) in the amount of \$1,543,034.23. The period of performance is 300 calendar days upon receipt of the Notice to Proceed (NTP).
2. Construction Administration (CA) Services shall commence for a period of 540 calendars not to exceed the amount of \$619,388.52.

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

The services will be provided on the island of Saipan.

The services will be performed for a duration of eight hundred forty (840) calendar days.

V. CONTRACTOR TO PROVIDE EQUIPMENT

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

VI. WARRANTY

As provided by law.

VII. CONTRACT DOCUMENTS

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

| EXHIBIT | NAME OF DOCUMENT |
|---------|-------------------------------------|
| A | Standard Terms and Conditions |
| B | Scope of Services and Cost Proposal |

VIII. CONSIDERATION AND SCOPE OF WORK

Contractor agrees to perform the services described in this contract and the documents attached and incorporated into this contract. The NMHC agrees to pay contractor in the amount not to exceed **Two Million One Hundred Sixty Two Thousand Four Hundred Twenty Two Dollars and Seventy Five Cents (\$2,162,422.75)** in exchange for Architectural and Engineering Design Services and Construction Administration Services. In addition, the consideration for this

agreement is in the mutual covenants and stipulations hereby agreed to by the parties and set out in the following paragraphs.

IX. DURATION OF CONTRACT

The Contractor shall commence services upon receipt of a Notice to Proceed by NMHC.

This contract will remain in effect for a period of **Eighty Hundred Forty (840) calendar days**. The services shall commence upon receipt of a Notice To Proceed.

X. CONTRACT EXTENSION

NMHC may extend the term of this contract by written notice to the Contractor 30 days before the contract expires. This extension provision may be exercised more than once, but the total extension of performance may not exceed six (6) months. If NMHC exercises its option to extend this contract, then the contract will continue without any change in the terms and conditions of this contract.

XI. DELIVERY AND PAYMENT

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

| DATE THE NMHC RECEIVES INVOICE | INVOICE AMOUNT | PAYMENT DUE DATE |
|--|--|---|
| Payments will be based upon completion of actual work done and approved by NMHC. | <i>A&E Design:</i> 1st payment: upon approval and acceptance of 30% design phase; 2nd payment: upon approval and acceptance of 50% design phase; 3rd payment upon approval and acceptance of 90% design phase; 4th payment upon approval and acceptance of 100% design. | NMHC will issue payment to the contractor within 30 days after submitting an invoice and following NMHC's review, acceptance, and approval of invoice and supporting documents that show the contractor is compliant with contractual terms and conditions. |
| | Construction Administration: To be billed on a monthly basis. | |

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

3. Upon receipt of an invoice(s), NMHC shall review invoice(s) and required documents within five (5) business days to determine compliance with contract terms and conditions. Contractor shall be formally notified within five (5) business days of the results of NMHC's review of the contractor's submission, along with any discovered errors, irregularities, or violations that would need to be corrected. If no errors, irregularities or violations are identified, then NMHC shall process and release payment to the contractor within 30 days following its review of the contractor's submission. Payment by NMHC shall be made only upon the Contractor's submission of evidence to the Expenditure Authority that the Contractor has delivered the services and has adhered to all contract terms and specifications.
4. If the Contractor fails to invoice NMHC according to the above schedule, then NMHC, at its sole discretion, may refuse to pay the untimely invoice. If NMHC exercises its right to refuse payment under this subsection, neither party will be relieved of its obligation to perform under this contract.

XII. SIGNATURE REQUIREMENTS

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

XIII. ADJUSTMENTS OF TIME FOR PERFORMANCE

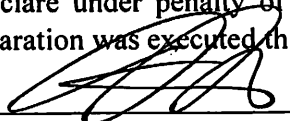
The Expenditure Authority may grant the Contractor up to thirty additional days to complete the delivery of the services required by this contract. A grant of additional time will only be effective if it is placed in writing and signed by the Expenditure Authority.

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

XIV. SIGNATURES

1. Expenditure Authority

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



Jesse S. Palacios
Corporate Director
Expenditure Authority

9/8/2023
Date:

2. Procurement and Supply

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



Jacob Muna
Procurement Officer

9/08/23


Date

3. NMHC Fiscal Division

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

Account: DR 1.53702

Amount: \$2,162,422.75 (\$1,543,043.23 A&E Design/\$619,388.52 CA)




Michelle Gibson
Acting Chief Financial Officer

09/09/23

Date

4. Attorney General:

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




Edward Manibusan
Attorney General

9/13/2023

Date

5. NMHC Board of Directors



Merced "Marcie" M. Tomokane
Chairwoman

9/13/2023

Date

6. Contractor: **TRMA:**

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

Michael W. Makio
PRINTED NAME OF SIGNING AUTHORITY

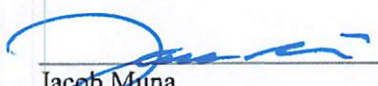
President
TITLE


SIGNATURE OF SIGNING AUTHORITY

September 14, 2023
Date

7. CERTIFICATION OF CONTRACT COMPLETION

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


Jacob Muna
Procurement Officer

9/15/23
Date

XV. END OF CONTRACT DOCUMENT

Procurement Information
(For government purposes only)

Method of Procurement (Check one only)

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

Type of Procurement (Check one only)

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

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

EXHIBIT A
NORTHERN MARIANAS HOUSING CORPORATION (NMHC)
STANDARD TERMS AND CONDITIONS

I. TAXES, INSURANCE, AND PERMITS

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

II. LITIGATION

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

III. CONTRACT SUBJECT TO FUNDING

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

IV. SATISFACTION OF EXPENDITURE AUTHORITY REQUIRED

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

V. REGULATIONS CONTROLLING

This contract is void if either the procurement processes or contract execution fails to comply with the NMHC Procurement Regulations codified by NMIAC §§ 100-60-001, et seq. Any procurement action of a NMHC official or employee in violation of said regulations is not authorized by the NMHC and is an act for which the NMHC will not take responsibility or be liable for in any manner. The Contractor and the NMHC Expenditure Authority hereby certify that they have both read and understand said procurement regulations and have complied with all such regulations.

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

If the contract is in violation of the procurement regulations codified by NMIAC §§ 100-60-001, et seq., then the Contractor may be subject to debarment or suspension from NMHC contracting. Any person found to be violating the procurement regulations may be personally liable for any damages incurred, in addition to other penalties provided for by law or regulation.

VII. CONTRACT DISPUTES

1. Any dispute arising under this contract between the NMHC and the Contractor shall be submitted to administrative review and appeal as provided for by the procurement regulations codified by NMIAC §§ 100-60-001, et seq.
2. Commonwealth law governs this contract.
3. The NMHC will not be held liable for interest on any judgment taken as a result of any legal action in connection with this contract.
4. The NMHC will not be held liable for any punitive damages as a result of any legal action in connection with this contract.
5. The NMHC will not be held liable for any attorneys' fees incurred by the Contractor as a result of any legal action in connection with this contract.

VIII. GRATUITIES

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

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

IX. RIGHT TO AUDIT

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

X. KICKBACKS PROHIBITED

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

XI. CONTINGENT FEES

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

XII. TERMINATION FOR DEFAULT

1. If the Contractor refuses or fails to deliver the goods or services as required or fails to deliver the goods or services within the time period specified by this contract, then the NMHC may terminate this contract by providing written notice of termination to the Contractor. If the NMHC terminates this contract for default, then the Contractor will be liable for damages. In the alternative, the NMHC may insist upon the performance of this contract and the payment of damages for its delay. Failure to deliver the goods or services as required and within the time limits provided by this contract may subject the Contractor to suspension, disbarment, or any other remedy provided by law.
2. The NMHC will not terminate the contract for failure to deliver the goods or services within the specified time if the failure is caused by an act of God, acts of the public enemy, acts of the NMHC, fires, floods, epidemics, or unusually severe weather.
3. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

XIII. TERMINATION FOR CONVENIENCE

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

XIV. ASSURANCES

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

1. Equal Employment Opportunity. For all Contracts that qualify as “federally assisted construction contracts” as defined in 41 CFR Part 60–1.3, Contractor agrees to comply with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
2. Additional Equal Employment Opportunity Clause. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
3. Davis Bacon Act, as amended (40 U.S.C. 3141—3148). If the Contract is in excess of \$2000 and pertains to construction or repair, and further, if required by Federal program legislation, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141—3148) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, the Contractor is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall be required to pay wages not less than once a week.
4. Copeland “Anti-Kickback” Act (40 U.S.C. 3145) – If the Order is in excess of \$2000 and pertains to construction or repair, Contractor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides in part that Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which it is otherwise entitled.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) – If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement – If the Contract is for the performance of experimental, developmental, or research work, Contractor shall provide for the rights of the Federal Government and the Commonwealth in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251—1387), as amended – If the Contract is in excess of \$150,000 Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251—1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Energy Policy and Conservation Act (42 U.S.C. 6201) – Contractor agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – If the Contract is for \$100,000 or more, Contractor and its subcontractors shall file the certification required by this statute and associated regulations. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Commonwealth.

10. Debarment and Suspension (E.O.s 12549 and 12689) – Contractor represents and warrants that it is not listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM) in accordance with OMB guidelines at 2 CFR 180 that implement E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.
11. The Contractor certifies compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In particular, the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.
12. If applicable, the Contractor certifies compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act by procuring solid waste management services in a manner that maximizes energy and resource recovery.
13. If the contracting agency is an EPA financial assistance agreement recipient, then the contract agrees that it shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor further agrees that it shall carry out the applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies. The contractor understands that it bears the final responsibility for determining whether the contracting agency is an EPA financial assistance agreement recipient.

END OF DOCUMENT



NORTHERN MARIANAS HOUSING CORPORATION

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

Email: nmhc@nmhc.gov.mp

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

ADDENDUM NO. 2

January 20, 2023

Architect-Engineer Services for Construction of New Classroom Buildings for the Northern Marianas College NMHC RFP-2023-001

A. General: The following revisions, additions, corrections, and/or clarifications to the specifications and drawings shall apply to the work affected thereby. Careful note of the Addendum shall be taken into consideration by the bidder/contractor, and all trade affected shall be fully advised of the information contained herein. In the event of conflicts between the drawings, specifications and this Addendum, the content of this Addendum shall govern. All further conflicts in the work resulting from or caused by the contents of this Addendum must be brought to the attention of the Contracting Officer for resolution. Failure to acknowledge this Addendum in accordance with the instructions, may subject your proposal to rejection on the affected item(s)/services(s).

B. Responses to RFI's from EXP

Questions

1. Can you please provide a copy of the current employee listing form we have been directed to use on question 20 of the Form of Statement of Bidder's Qualifications?

Response: Use your company's current employee listing forms or format.

2. Regarding questions 19 on the Form of Statement of Bidder's Qualifications, we are a firm that completes hundreds of projects each year, are you asking for a list of all project we have completed? And if so how far back should we provide a list for?

Response: Reword Question 19 of the Form of Statement of Bidder's Qualifications as follows.

Provide a list of current and past projects, up to three years, with client name, start date and completion date. The list should also indicate the names of personnel who participated in those projects.

3. Regarding question 17 of on the of Form of Statement of Bidder's Qualifications, the question is incomplete, can you please provide the full question?

Response: A revised form is included with this addendum.

4. Regarding Item 4 under section V. Information and Format Required in the Qualification, are we to provide a list of all projects each of our proposed personnel have been involved in the last three years?

Response: Reword Item 4 of Section V as follows.

Provide a list of current and past projects, up to three years, with client name, start date and completion date. The list should also indicate the names of personnel who participated in those projects.

C. Responses to RFI's from GHD

Questions

1. Section 6 - GHD kindly requests a two (2) – week extension for the submission of the proposal due to the holiday season.

Response: Extended under Addendum No. 1

2. Section 7.A.2.b – Will the design need to incorporate requirements from the CNMI Tropical Energy Code of 2014?

Response: Yes. The Tropical Energy Code of 2014 was incorporated in the CNMI Building Code by reference under Title 155-10.1-605. Consultants may obtain a copy from the Building Safety Code Office. Payment may be required.

3. Section 7.K – Please confirm whether the delivery time for the RFP is 300 work or calendar days.

Response: 300 Calendar days

4. Section 8.1 – Please confirm if the requirement for the Certificate of Authorization applies only to *personnel* or are the Design Firms and their subconsultant firms required to have an existing/current Certificate of Authorization in addition to the listed personnel being current Licensed Professional under the CNMI BPL?

Response: The lead consultant and all subconsultant firms (companies) shall furnish a valid CNMI Certificate of Authority (COA) in addition to individual licenses for all personnel proposed for the project. COA and licenses are required as a condition of award for the selected firm.

5. Section 8.7 – Please confirm that this requirement applies to all subcontractors listed in the proposal.

Response: Yes.

Attendance/Sign-in sheet – Please note that it was noticed that a “ROB MARKS” is signed in under the company “EXP” on the Mandatory Pre-proposal sign in sheet. We would like to state for the record that a “Rob Marks” was not present at the meeting although an assumed person by the name of Elizabeth Cruz was present and the actual person to sign this name. Additionally, under the email portion of the sign in sheet the email is written as ecruz@apgroup.mp. We would like to get confirmation if the person present was Ms. Elizabeth Cruz and what company does she represent. This information is prudent and this would solidify the allowable prime proposers.

Response: Letter from EXP enclosed.

D. Response to RFI's from TRMA

Questions

1. Please clarify the following inquiries below:
 - a. Will a copy of the COA and professional license of the AE design team leader (the architect) be sufficient? Or will COA's and licenses be required from each consultant?

Response: COA's and licenses are required for each consultant.

- b. Will a DUNS Number and SAM's number from the AE design Team leader (the Architect) be sufficient – since the architect will sign the agreement for services with NMHC? Or will DUNS and SAM be required from each consultant?

Response: Should apply to all consultants and sub-consultants.

2. Please confirm the submission requirements of One original, One electronic copy stored in a USB flash drive, and three copies to be sealed and submitted. Both RFP Packet and Pre-proposal Meeting agenda documents conflict regarding the RFP submission requirements.

Response: Follow RFP Packet.

3. RFP Packet, Item IV.A.2(f):
 - a. Please clarify the extents of the project limits for utilities and site development works for each building. Will the site work include the development of the central walkways, parking lots, open spaces etc.?

Response: Yes, including required utilities. However, actual extent will be coordinated with the successful firm during negotiation phase.

- b. Please provide a reference map of the two classroom building locations.

Response: Refer to the NMC Facility Master Plan page 31 Buildings E and F.

4. RFP Packet, Item IV.B.2:

- a. Provide a list of environmental (archaeological, biological, etc.) services and permits to be provided by the selected firm required for construction.

Response:

Services – may include archaeological, biological, environmental (Phase I ESA). This list is non-exhaustive and may include other services deemed essential as determined during negotiation stage.

Permits – Zoning, DEQ Earthmoving, DPW Building Safety, DCRM Major Siting. This list is non-exhaustive and may include other permits deemed essential as determined during the negotiation stage.

- b. Clarify whether the selected firm will be required to attend public hearings and other meetings with NMC and regulatory agencies during the permitting process and who will be responsible for securing the necessary permit applications (i.e. A/E firm, NMC, or Contractor).

Response: Yes, the selected firm shall attend all agency meetings including public hearings. The selected firm shall obtain all necessary project permits. The firm shall furnish signature-ready permit applications for government signature. All permit fees will be paid by the government.

5. Item IV.K:

- a. Please provide anticipated Government Time review for each phase of submittals as it is requested that documentation be provided by the Government for each stage of the design review phase and meetings to aid the project quality and timely completion of the work all within a 300 day period.

Response: Assume 10 working days.

6. Will the two separate classroom buildings be awarded to a single contractor and construction expected to run concurrently?

Response: Yes.

7. Is there a potential to award the Site Development to a separate Contractor from the Building Contractor? This could result in construction delays and damages to any Civil improvement that are in place before construction of the buildings commence.

Response: No. The intent is to award a single construction contract for the building and site works.

8. Please clearly specify the extents of the CM team's role during the design duration for the projects.

Response: The funding agency (NMHC) has retained the CM to assist with the management of the A&E design and permitting process. They will assist the NMHC and NMC with review of all A&E and construction documents for the project at various stages of design, manage the design project schedule, review of requests for payment, cost estimates and other duties as may be assigned by the agency.

9. In regards to providing three reference letters, few of our clients are either away or returning from the holidays. Will reference letters dated 2019 from clients whom we prepared work for within the last 3 years suffice for this submission? will client performance evaluation forms not letters from 2022 suffice from clients whom we completed work for within the last three years? Please confirm.

Response: No, project lists and reference letters cut-off time is the year 2020. Yes, performance letters from 2022, 2021, 2020 are acceptable.

10. Based on Page 1 of the RFP Packet, paragraph 3. Please clarify if the Bidder/Proposer's competitive sealed proposals need to include the A/E design fees and scope of work as part of the RFP's submission requirements.

Response: No.

11. We would like to request for a two week time extension for a successful response to the RFP submission requirements due to the following:
- Given the close approach of the submission due date, when can we expect to receive the responses to all bidder's/proposers RFI's?

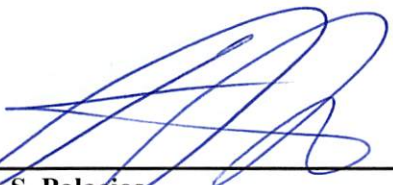
Response: N/A as submission date was extended under Addendum 1 providing sufficient time to receive answers and time to respond to the RFP.

- Due to the end of the Holidays and start of the new year, we may encounter delays in receiving required information/documents either from our clients and/or subconsultants to successfully respond to the RFP requirements.

Response: The above statement does not appear to be adequately state a question.

All other requirements of the Request for Proposal shall remain as stated

End of Addendum No. 2



Jesse S. Palacios
Corporate Director



December 23, 2022

Robert Marks
Western Pacific Regional Manager
125 Dungca Beach Way, Suite 604
Tamuning, Guam 96913

Perry Inos
Partner and Managing Director
AP Consulting Group| AP Solutions
HYC Building, Second Floor
Isa Drive
San Vicente, Saipan, MP 96950

Subject: Attendance at Mandatory Pre-Proposal Conference, NMHC RFP 2023-001, Architect-Engineer Services for the Construction of New Classroom Buildings for the Northern Marianas College (NMC)

Dear Mr. Inos,

Thank you for agreeing to be on the EXP U.S. Services (EXP) team in our pursuit of the above-mentioned project. We look forward to working with AP Group on the proposal and hopefully on this important project.

With this letter EXP authorizes AP Group, we understand the AP Group employee will be Elizabeth Cruz, to represent EXP and our project team at the pre-proposal conference for this project. At this pre-proposal conference her comments and signature will be as a full representative of EXP.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Marks", written in a cursive style.

Robert Marks
Western Pacific Regional Manager



NORTHERN MARIANAS HOUSING CORPORATION

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

Email: nmhc@nmhc.gov.mp

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

Mandatory Pre-proposal Meeting Minutes

MANDATORY PRE-PROPOSAL MEETING AGENDA

Meeting Date: December 28, 2022

Meeting Time: 10:00 AM CHST

Meeting Location: NMHC CDBG-DR Conference Room located on the 3rd Floor Ladera Building, Beach Road, Saipan

Overview:

Mandatory Pre-Proposal Meeting for NMHC RFP 2023-001 Architect-Engineer Services for the Construction of New Classroom Buildings for the Northern Marianas College (NMC).

The main objective of the mandatory pre-proposal meeting is to provide an opportunity for the proposers to gain a better understanding of the solicitation, scope of works, and any requirements needed for the proposal.

1. Introduction and Sign-in Sheet

Please attached Attendance Sheet

2. Background Information

The Northern Marianas Housing Corporation (NMHC), located in the Commonwealth of the Northern Mariana Islands, is soliciting sealed proposals from prospective firms with the primary objective of securing Architectural and Engineering Design Services for NMHC's Community Development Block Grant Disaster Recovery (CDBG-DR) Program Infrastructure Projects. Northern Marianas Housing Corporation (NMHC) and the Northern Marianas College (NMC) will be constructing new Classroom Buildings. The project A&E scope of work is for the full discipline design, permitting, and associated services for two (2) two-storey concrete classroom buildings with 16 classrooms each.

3. Nature of Work

The primary objective of this RFP is the securing of Architectural and Engineering Design Services for NMHC's CDBG- DR Program infrastructure projects. The CDBG-DR program has allocated approximately (Budget Cost) \$107,000,000.00 for infrastructure projects that sustained damage from Super Typhoon Yutu and Typhoon Mangkhut.

This CDBG-DR project falls under the Public Facilities category and may include but are not limited to architectural, civil, structural, mechanical and electrical works.

4. Location of Work

The CDBG-DR project is located on the NMC main campus on the island of Saipan in the Commonwealth of the Northern Mariana Islands.

5. Selection Criteria

Key Qualifications:

- The prime contractor (lead consultant) has designed / completed projects with construction costs over \$10 million for at least one project.
- The prime contractor (lead consultant) has previous design experience with educational / civic



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buildings.

If the Firm does not meet both of these Key Qualifications their Statements will not be considered

Evaluation Criteria

- Conformance to specified RQS format and submission of all requested information. **(5 pts)**
- The firm has completed work in the region. **(5 pts)**
 - ***Which region covers? – Pacific Region***
- Location and proximity to the client and project site. **(5 pts)**
- Satisfactory selection and presentation of proposed key personnel providing detailed information highlighting their relevant and successful work experience. Satisfactory in-house technical skills and staffing level. **(15 pts)**
- Satisfactory selection and presentation of proposed consultant team explaining their discipline qualifications, past project experience. **(15 pts)**
- Previous experience with similar education projects demonstrating the firm's ability to provide all A&E requirements for the project. **(25 pts)**
- Satisfactory project schedule. **(10 pts)**
- Satisfactory business history and operational age of the firm. **(10 pts)**
- Satisfactory business structure, licensing and insurances. **(10 pts)**

6. Submission Details

Sealed proposals must be marked **"NMHC RFP 2023-001"**. One original, ***One Electronic copy stored in a flash drive***, and three (3) copies of sealed proposals must be submitted to NMHC Central Office, Garapan, Saipan, MP 96950, no later than 10:00 a.m., local time **January 13, 2023**. Offerors located outside of the CNMI may obtain an additional seven (7) working days for receipt of their proposals by submitting a Notice of Intent to Submit a Proposal. Notice of Intent to Submit a Proposal must be received by the Procurement Officer no later than 10:00 a.m., local time, **January 13, 2023**, and must be transmitted via facsimile to (670)234-9021, or via email to officemanager@nmhcgov.net. For proposers located outside the CNMI, an original and three (3) copies of sealed proposal must be postmarked by the U.S. Postal Service or the official government postal service of a foreign country no later than **January 13, 2023** and must be received at NMHC no later than January 25, 2023.

Sealed proposals will be opened and read at NMHC Central Office, Garapan, Saipan at 10:00 a.m., local time, **January 26, 2023**. However, if no notice of intent to submit a proposal received from proposers outside the CNMI, proposals will be opened at 10:00 a.m., local time on **January 13, 2023**.

- a) ***Due to last minute change in venue for the meeting the meeting was scheduled to start at 10:30 a.m. with the consensus of all offerors present for the meeting. To allow for potential offerors to make it to the meeting.***
- b) ***Offerors present at the mandatory pre-proposal meeting will be considered the only offerors to submit their proposals.***
- c) ***There was no email from off-island offerors.***

7. Detailed Scope of Work

A. Preliminary Project Development

1. Review the NMC Facilities Master Plan to become familiar with future infrastructure and facility goals. Refer to the Northern Marianas College Website for the Northern Marianas College Facilities Master Plan: https://marianas.edu/resources/fmp/10-23-2021_NMC%20FMP%20Final%20Report_Website.pdf
2. Consult with the Owner and establish project requirements.



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- (a) The Classroom Buildings must comply with Risk Category III under the 2018 International Building Code (IBC), meet a Building Code Wind Load Speed of 238 mph, meet Seismic requirements for $S_s=1.796$, $S_1=0.45$ and $T_L=12$ seconds and comply with all CNMI Laws and Regulations. The Architect and/or Engineer and all consultants shall provide specifications that ensure all systems used are meeting current requirements. The designers should also ensure that systems are compatible with any relevant existing NMC infrastructure. Building systems and materials for the Classroom Buildings should focus on energy efficiency and durability to withstand harsh tropical climate. The designer may revise the above wind and seismic criteria as supported by codes, standards, the geotechnical recommendations but in no event shall the revision result in less wind or seismic loading than indicated above.
- (b) The Classroom Buildings are targeting LEED certified Certification at a minimum, and all equipment shall conform to the energy efficient requirements in accordance with International Energy Conservation Code reference by IBC 2018.
- (c) The design of the Classroom Buildings should incorporate lessons learned from the Covid-19 pandemic (flexible spaces, air circulation, technology, etc.).
- (d) The façade of the Classroom Buildings should be culturally appropriate and architecturally relate to the design characteristics identified in the Facilities Master Plan.
- (e) A&E design shall also take into consideration the design and specifications for the classroom buildings and will be tailored as a separate bid package. The bid package shall include detailed cost estimates. The project limits for this package shall be based on a ten-foot (10-ft) demarcation from exterior face of building perimeter walls.
- (f) A&E design shall also take into consideration the design and specifications for utilities (water, sewer, power, and communications) and site development works (parking lots, grading, drainage, storm water management features, etc) will be tailored as a separate bid package. The bid package for all utilities and site development works shall include detailed cost estimates.
- (g) A&E design to include drawings and specifications for Furniture, Fixtures & Equipment (FF&E). However, due to different funding sources, the consultant shall take into consideration NMHC and NMC will require the FF&E drawings to be a separate bid package from the Classroom Buildings and Utilities and Site Work packages. The design and construction contracts for FF&E will be negotiated, contracted and administered by NMC.
- (h) Electrical design shall comply with the latest edition of the National Electrical Code.
- (i) Telecommunication design shall be designed by a Registered Communications Distribution Designer (RCDD) with drawings stamped by both a registered Professional Electrical Engineer and an RCDD. Design shall comply with TIA standards.

B. Field Investigation / Schematic Design Phase

- 1. Perform site investigations (subsurface soil investigations, review of topographic surveys) to become familiar with site conditions. This shall include to perform hydrant fire flow test to verify existing water supply hydraulic information relevant to meet the project requirements. Perform site investigations to determine the nearest available utility point of connections (water, sewer, power, and communications).
- 2. Provide environmental, archaeological, and permitting services to ensure the project will obtain the necessary permits required for construction.
- 3. Prepare schematic designs and renderings for the NMC stakeholders and public presentations. Prepare renderings during the design phase so NMHC & NMC stakeholders can visualize the project.

C. Design Development Phase

- 1. Make presentations on the progress of the project. Organize and/or attend meetings as required during the duration of the design phase.



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2. Prepare final construction drawings, specifications, and detailed construction cost estimates for the Classroom Buildings, Utilities, and Site Works. All design criteria for this building shall conform to the requirements of the CNMI P.L. No. 21-14 referencing IBC 2018 at a minimum, but not limited to Architectural, Civil, Mechanical, Electrical and Fire Protection features of the building.

Note: The cost estimate shall be comprehensive enough with specificity to cover the various disciplines and ensure the schedule of values are expanded to allow critical evaluation of costs for any additive or deductive change orders.

3. The Consultant shall hold regular meetings with NMC to coordinate on ongoing/concurrent design for other NMC buildings which are part of separate projects by others. This will allow NMC to coordinate design matters for this project as well other design projects for the NMC Facility.
4. The Consultant shall develop its detailed cost estimate for the project. The Consultant shall use this cost estimate to contain the total project construction cost to not-to-exceed the NMHC-specified construction budget.
5. The Consultant will develop projected maintenance costs for the Classroom Buildings. Building materials and systems must be analyzed for future maintenance costs. The maintenance costs shall not include such building contents as furniture, fixtures, and equipment (FF&E) and any art or decorative work.

D. Construction Document Phase

1. Develop the bid packages. Package 1 for the Classroom Buildings, and Package 2 for Site Development and Utilities.
2. The Consultant shall develop its detailed cost estimate for the project. The Consultant shall use this cost estimate to contain the total project construction cost to not-to-exceed the NMHC-specified construction budget.

Note: The cost estimate shall be comprehensive enough with specificity to cover the various disciplines and ensure the schedule of values are expanded to allow critical evaluation of costs for any additive or deductive change orders.

3. Assist NMHC & NMC with the pre-bid or pre-proposal conference for the Classroom Buildings and respond to RFIs during the bid phase of the project.
4. Consultant is expected to respond to design related questions (RFIs) that arise during construction of the Classroom Buildings. All design conflicts, errors and omissions must be addressed at no additional cost to NMHC & NMC.
5. File appropriate documents as required by NMHC & NMC, federal grantors, federal and local authorities. Prepare and submit construction permit applications for the Classroom Buildings, if necessary.
6. Provide other services as requested by NMHC & NMC.
7. Consultant must anticipate detailed coordination meetings with NMHC & NMC regarding the program requirements for the Classroom Buildings.
8. Consultant to provide Limited Construction Administrative Services during the construction phase of the project. Refer to Limited Construction Administration in the following sections.

E. Bid Phase Services

1. The firm shall respond to any questions or clarifications (RFIs).
2. Respond to any question, clarifications, or conflicts which may arise in the form of written addenda to the contract documents.
3. At this time, requests for substitutions may be considered if allowed by the contract documents.



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F. Responses Exceeding Costs

If the estimate for the cost of construction is exceeded by the lowest bona fide response by more than ten percent (10%), NMHC may require Consultant (firm), without additional compensation, to modify the documents for which the firm is responsible under its agreement with NMHC as necessary to bring new responses within ten percent (10%) of such estimate. Alternatively, NMHC may require Consultant to perform one or more of the following tasks at no additional cost to NMHC: (1) Prepare, at no additional cost, deductive (change) design packages which bring the project within ten percent (10%) of the estimate; or (2) revise the project scope and quality as required to reduce the construction costs to within ten percent (10%) of the estimate.

G. Limited Construction Administration

1. Site Visits. Consultant shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by NMHC and Consultant in writing to become generally familiar with the quality of the work completed and to determine in general if the work is being performed in a manner indicating that the work when completed will be in accordance with the Construction Documents.
2. Work Quality. On the basis of on-site observations as a Consultant, the Consultant shall keep NMHC informed in writing of the general quality of the work and shall endeavor to guard NMHC against defects and deficiencies in the work, including work on the punchlist.
3. Rejection of Work. Consultant shall be afforded the opportunity to bring to NMHC's and CM's attention need to reject work which does not conform to the Construction Documents.
4. Submittals. Consultant shall review and approve or take other appropriate action upon contractor's submittals, such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents.
5. Request for Information Processing. Consultant shall review and respond to all Requests for Information ("RFI") in a timely manner, including the preparation of drawings or revisions to drawings as necessary to respond to said requests.
6. Review of Substitutions. Consultant shall evaluate substitutions proposed by the contractor, in a manner jointly agreed to by NMHC and Consultant and in accordance with the contract documents.

H. Budget Considerations

The project is funded through NMHC's Community Development Block Grant – Disaster Recovery program (CDBG-DR). As the design progresses, the project may be subject to adjustments due to program or size considerations. The Consultant may be asked to make accommodations in the design / construction documents to isolate or delineate different funding sources (ex. base bid, additive bids, or separate bid packages for construction).

I. NMHC CDBG-DR Grant Requirements

The Consultant should become familiar with CDBG-DR requirements for successful execution of the project.

J. All drawings and documents

1. Submittals shall be made based on:
 - a. 30%
 - b. 60%
 - c. 90%
 - d. and 100% progress.
 - e. Final electronic documents are to be provided to NMHC & NMC (PDF and AutoCAD).



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K. Grant Award and Design Schedule

The firm that is retained to provide this work must be capable of delivering the needed construction drawings, bid documents, and construction permits, inclusive of Government review time, within 300 **Calendar** days of NMHC Contract, "Notice to Proceed" date.

8. **Information and Format Required in the Proposal**

All qualifications submitted by prospective firms to the Northern Marianas Housing Corporation Central Office.

1. Existing CNMI Board of Professional Licensing Certificate of Authorization to practice as Engineer or Architect for all individual personnel who will be part of the design development;
2. Resumes of individual personnel who will be performing Architectural & Engineering Services;
3. Firm(s) current workload and availability to commit to NMHC assignments;
4. Provide list of all projects within the last three (3) years for all firm(s) personnel participated in the Architectural & Engineering Services or roles of the personnel in the projects. Firm shall include the contact person(s) for all projects;
5. Statement identifying project management approach;
6. At least three (3) reference letters from previous project owners in the last three (3) years;
7. ~~DUNS Numbers and SAMs Number~~ -Unique Entity Identification (UEI) and registered with SAM.GOV
8. Enclosed HUD forms.

9. **Questions**

All inquiries questions or requests for clarification must be submitted in writing to Mr. Jacob Muna, Office Manager/Procurement Officer at officemanager@nmhcgov.net or submitted by facsimile to (670)234-9021, no later than 4:00 p.m. local time on **January 05, 2023**. All correspondence **MUST** contain the RFP # in the letter or email subject.

Note: In the RFP that was advertised on December 23, 2022, the deadline for the submission of inquiries indicated on the 1st and 2nd page of the RFP is December 28, 2022, 9:00 a.m. local time. The deadline for the submission of inquiries to follow will be revised to January 5, 2023, as indicated under Section VI.E "Questions".

10. **Successful Firm Notification Process**

Upon selection, the successful firm(s) will be advised to negotiate the contract with NMHC. Should the negotiations fail to result in an agreement, NMHC reserves the right to cancel the negotiations and select the next recommended firm(s), which in NMHC's opinion, is the most qualified proposer. If the contract is not agreed to with any of the proposers, the RFP will be cancelled and re-advertised.

a) *Offerors not-selected will be notified.*

11. **Insurance**

Consultant shall procure and maintain the following insurance coverages during the entire term of this Agreement.

1. Automobile Liability
2. General Liability.
3. Professional Liability
4. Property
5. Workers' Compensation



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12. Cost Detail Sheet

The selected firm shall complete the Cost Detail Sheet and submit along with their detailed scope of work and fee proposal. The above scope of work and fee must be submitted in a format that contain sufficient detail to allow for a reliable analysis to be performed to determine whether the costs are reasonable. Note that this would be the format a firm normally utilizes for presenting and negotiating a scope of work and fee proposal for A&E design and CA services and is in addition to completing the Cost Detail Sheet.



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Cost Detail Sheet

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

[NOTE: Use of alternate forms requires prior written approval by NMHC]

Northern Marianas Housing Corporation (NMHC)

Community Development Block Grant-Disaster Recovery (CDBG-DR)

Mandatory Pre-Proposal Sign-In Sheet

Date: 12/28/2022



















Time: 10:00am

Location: CDBG-DR Conf. Rm.

Procurement no.: NMHC RFP 2023-001

Procurement Method: NMHC § 100-60-210 - Competitive Sealed Proposals

Project Name: Architect-Engineering Services for the construction of new classroom buildings for the Northern Marianas College (NMHC)

| No | Print Name & Sign | Company or Department/Title | Email | Contact no. |
|----|--|------------------------------------|------------------------------------|--------------|
| | Zenie P. Mafnas  | NMHC Deputy Director | deputydirector@nmhcgov.net | 670 233-9447 |
| 1 | Kimo Rosario  | CDBG-DR Program Manager | cdbgdrprogram.manager@nmhcgov.net | 670 233-9447 |
| 2 | Jacob Muna  | Office Manager/Procurement Officer | officemanager@nmhcgov.net | 670 233-9447 |
| 3 | Nobert I. Pangelinan  | CDBG-DR Procurement Officer | drprocurementofficer@nmhcgov.net | 670 233-9447 |
| 4 | Jonathan Arriola  | CDBG-DR Project Manager | drprojectmanager@nmhcgov.net | 670 233-9447 |
| 5 | Esperlyre Castro  | CDBG-DR Compliance Manager | compliancemanager@nmhcgov.net | 670 233-9447 |
| 6 | Wilfred Villagomez  | CDBG-DR Project Supervisor | projectsupervisor@nmhcgov.net | 670 233-9447 |
| 7 | Salve Bahillo  | GHD INC. | salve.bahillo@ghd.com | 670-989-5333 |
| 8 | Laine Pangelinan  | TEMA (Engineering & Architecture) | jpangelinan@tema.com | 670-233-9656 |
| 9 | Syma P. Danwe  | SP Danwe & Associates, LLC | symaspda@gmail.com | 670-233-7132 |
| 10 | James Arriola  | SP Danwe & Associates, LLC | jamesarriola@spda.com | 670-785-2702 |
| 11 | Rachel Fusco  | NMC | rachel.fusco@marianas.edu | 670-237-6840 |
| 13 | Tom de Guzman  | GHD INC. | tom.deguzman@ghd.com | 670-234-0483 |
| 14 | Bill Hofschneider  | HER | billh@hofschneider-eng.com | 670-287-1996 |
| 15 | Rufin Inos  | HER | rufin.inos@hofschneider-eng.com | 670-287-1988 |
| 16 | Israel Libert  | AGU | israel.libert@hofschneider-eng.com | 670 287-3054 |
| 17 | Rolo Marks  | EXP | rolomarks@exp.com | 989-3387 |
| 18 | Sam McPhetres  | GUMDA Arch. | sam@gumda-space.com | 588 4862 |
| 19 | | | | |
| 20 | | | | |

Northern Marianas Housing Corporation (NMHC)

NOTICE: Must be completed and submitted WITH the bid or proposal

FORM OF STATEMENT OF BIDDER'S QUALIFICATIONS

GENERAL

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

DESCRIPTION

- A. Information submitted will be used by the NMHC to determine the competency and ability of the Contractor to perform the scheduled work in a manner deemed satisfactory to the Owner. The NMHC decision shall be final.
- B. The Contractor shall certify, by attaching his signature, that all information contained herein is complete and all statements and answers are accurate and true. Providing misinformation, incomplete information, inaccurate information, or failure to certify the information, will subject bidder to disqualification.

All questions must be answered. The data given must be clear and comprehensive.

- 1. Name of Bidder : _____
- 2. Business Physical Address : _____
- 3. Business Mailing Address : _____
- 4. Business Phone & Fax No. : _____
- 5. Primary Contact Name : _____
- 6. Secondary Contact Name : _____
- 7. Primary Contact Email : _____
- 8. Secondary Contact Email : _____
- 9. When Organized : _____
- 10. Bidder is a (an) : _____
(Sole Proprietor - Partnership - Corporation - LLC)

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

The full name and addresses of all persons interested in this proposal as partners and/or principal(s) are: If business is carried out in any other name(s) than that of the principal(s) or partner(s), also state such name(s) and address(es).

Northern Marianas Housing Corporation (NMHC)

NOTICE: Must be completed and submitted WITH the bid or proposal

SOLE PROPRIETOR

Social Security No., if Sole Proprietor: _____

Tax I.D. No.: _____

- Have you (as a Sole Proprietor), your business or anyone on the proposed team proposing on this project, ever been debarred or suspended? ☐ Yes ☐ No
- Are You (as a Sole Proprietor) your business or anyone on the proposed team proposing involved in any litigation with any agency/firm or NMHC? ☐ Yes ☐ No

[On a separate sheet or, please provide an explanation for any “Yes” responses].

CORPORATION

Corporation is incorporated in the State of _____ :

President is _____ :

Treasurer is _____ :

Place of Business _____ :

Tax I.D. No. _____ :

DUN’s No. & CAGE No. (provide documentation) : _____

[On a separate sheet or letter, please provide an explanation for any “Yes” response]

11. How many years have you been engaged in the contracting business under your present firm or trading name? _____
12. Have you ever refused to sign a contract at your original bid? **Yes** ☐ **No** ☐
13. Have you ever defaulted on a contract? **Yes** ☐ **No** ☐
14. 8. Is the company currently involved in bankruptcy or similar proceedings? **Yes** ☐ **No** ☐
(If yes, explain on a separate paper).

Northern Marianas Housing Corporation (NMHC)

NOTICE: Must be completed and submitted WITH the bid or proposal

15. Has any director, officer, owner or managerial employee been convicted or the subject of a criminal indictment during the past five (5) years? **Yes** ☐ **No** ☐ If yes, if yes, summarize the matter and its disposition.
16. During the past five (5) years, has the company been the subject of an investigation or proceedings before the city, state or federal Departments of Labor for any alleged violation of any wage or labor law? **Yes** ☐ **No** ☐ **If yes**, if yes, summarize each such instance and its disposition.
17. Provide a brief summary of the company profile & names of its Officer/members with title an attached. (If incorporated)
18. Provide a list of current & past projects with clients name, start date and, completion date.
19. Provide a list of total number of employees and a total number of licensed professionals with companies organizational chart. (Use current employee listing form)
20. Provide a clear copy the Business license
21. Attach company's most current certified financial statement or, if a certified statement has not been issued within the past 12 months, the company's latest internal financial statement.

The undersigned hereby CERTIFY that the information stated above is true and correct. And authorizes any requests to furnish any information requested by **Northern Marianas Housing Corporation (NMHC) Corporate Director or his designee**, in verification of the recitals comprising this Statement of Bidder's Qualifications.

Type - Name-Authorized Official or Owner

Title

Signature of Authorized Official or Owner

Date

Email Address

Contact No.

Name of authorized Contact Representative

Contact No.

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

ADDENDUM NO. 1

January 10, 2023

**Architect-Engineer Services for Construction of New Classroom Buildings for
the Northern Marianas College
NMHC RFP-2023-001**

1. General: The following revisions, additions, corrections, and/or clarifications to the specifications and drawings shall apply to the work affected thereby. Careful note of the Addendum shall be taken into consideration by the bidder/contractor, and all trade affected shall be fully advised of the information contained herein. In the event of conflicts between the drawings, specifications and this Addendum, the content of this Addendum shall govern. All further conflicts in the work resulting from or caused by, the contents of this Addendum must be brought to the attention of the Contracting Officer for resolution. Failure to acknowledge this Addendum in accordance with the instructions, may subject your proposal to rejection on the affected item(s)/services(s).

2. Proposal Submission Extension:

a) From January 13, 2023 to January 27, 2023,

All other requirements of the Request for Proposal shall remain as stated



Zenie P. Mafnas

NMHC Acting-Corporate Director



NORTHERN MARIANAS HOUSING CORPORATION

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

Email: nmhc@nmhc.gov.mp

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

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

NMHC RFP 2023-001

SEALED PROPOSAL SUBMISSION DATE & TIME: January 13, 2023, 10:00 a.m.

Architect-Engineer Services for the Construction of New Classroom Buildings for the Northern Marianas College (NMC)

The Request for Proposals and Scope of Work are available on December 13, 2022, at the NMHC website at www.nmhcgov.net and at www.cnmi-cdbgdr.com by clicking on the "Procurement Tab".

Inquiries regarding this RFP must be submitted in writing or email to Mr. Jacob Muna, Office Manager/Procurement Officer at officemanager@nmhcgov.net or submitted by facsimile to (670)234-9021 no later than 9:00 a.m. local time on December 28, 2022.

This procurement is in accordance with the NMHC Procurement Regulations. Proposal procedures shall be in full compliance with NMIAC §§ 100-60-210 (Competitive Sealed Proposal) and 100-60-305 (Architect-Engineer Services) of the NMHC Procurement Regulations. The provisions of the NMHC Procurement regulations, NMIAC 100-60-725 AND 100-60-730 Prohibiting Gratuities, Kickbacks and Contingent Fees shall apply.

Mandatory Pre-proposal Conference will be held at the NMHC Central Office Conference Room, Garapan, Saipan, on December 28, 2022, 10 a.m. local time. Failure to attend the Mandatory Pre-proposal conference will be considered a non-responsive offeror.

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

/s/

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

/s/

Merced "Marcie" M. Tomokane
Chairwoman
NMHC Board of Directors



NORTHERN MARIANAS HOUSING CORPORATION

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

Email: nmhc@nmhc.gov.mp

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

REQUEST FOR PROPOSALS NMHC RFP 2023-001

“Architect-Engineer Services for the Construction of New Classroom Buildings for the Northern Marianas College (NMC)”

The Northern Marianas Housing Corporation (NMHC) is soliciting sealed proposals from prospective firms to provide Architectural and Engineering Services for the Construction of New Classroom Buildings for the Northern Marianas College (NMC). The project A&E scope of work is for the full discipline design, permitting, and associated services for two (2) two-storey concrete classroom buildings with 16 classrooms each.

This procurement is in accordance with the NMHC Procurement Regulations. Proposals shall be in full compliance with NMIAC §§ 100-60-210 (Competitive Sealed Proposal) and 100-60-305 (Architect-Engineer Services) of the NMHC Procurement Regulations. To also include the provisions of NMHC Procurement Regulations, NMIAC Section §100-60-725 & § 100-60-730 Prohibiting Gratuities, Kickbacks and Contingent fees shall apply.

The Request for Proposals and Scope of Work are available on December 13, 2022, online at www.nmhcgov.net by clicking on the “Procurement” tab.

Mandatory Pre-proposal Conference will be held at the NMHC Central Office Conference Room, Garapan, Saipan on December 28, 2022, 10 a.m. local time. Failure to attend the Mandatory Pre-proposal conference will be considered a non-responsive offeror.

Inquiries regarding this RFP must be submitted in writing or email to Mr. Jacob Muna, Office Manager/Procurement Officer at officemanager@nmhcgov.net or submitted by facsimile to (670)234-9021, no later than 9:00 a.m. local time on December 28, 2022.

Selection Criteria:

Qualifications shall be evaluated based on the following criteria:

Key Qualifications:

- The prime contractor (lead consultant) has designed / completed projects with construction costs over \$10 million for at least one project.
- The prime contractor (lead consultant) has previous design experience with educational / civic buildings.

If the Firm does not meet both of these Key Qualifications their Statements will not be considered

Evaluation Criteria

- Conformance to specified RQS format and submission of all requested information. **(5 pts)**
- The firm has completed work in the region. **(5 pts)**
- Location and proximity to the client and project site. **(5 pts)**
- Satisfactory selection and presentation of proposed key personnel providing detailed information highlighting their relevant and successful work experience. Satisfactory in-house technical skills and staffing level. **(15 pts)**
- Satisfactory selection and presentation of proposed consultant team explaining their discipline

- qualifications, past project experience. **(15 pts)**
- Previous experience with similar education projects demonstrating the firm's ability to provide all A&E requirements for the project. **(25 pts)**
- Satisfactory project schedule. **(10 pts)**
- Satisfactory business history and operational age of the firm. **(10 pts)**
- Satisfactory business structure, licensing and insurances. **(10 pts)**

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

Sealed proposals must be marked “**NMHC RFP 2023-001**”. One original, One electronic copy stored in a flash drive and three (3) copies of sealed proposals must be submitted to the NMHC Central Office, Garapan, Saipan, MP 96950, no later than 10:00 a.m., local time **January 13, 2023**. Proposals received after the date and time will not be accepted. Offerors located outside of the CNMI may obtain an additional seven (7) working days for receipt of their qualification statements by submitting a Notice of Intent to Submit a Proposal. Notice of Intent to Submit a Proposal must be received by the Procurement Officer no later than 10:00 a.m., local time, **January 13, 2023**, and must be transmitted via facsimile to (670)234-9021, or via email to officemanager@nmhc.gov.net. For Offerors located outside the CNMI, One original, One electronic copy and three (3) copies of sealed proposal must be postmarked by the U.S. Postal Service or the official government postal service of a foreign country no later than **January 13, 2023** and must be received at NMHC no later than **January 25, 2023**. Failure to submit the required number of copies may result in the rejection of your qualifications.

Sealed Proposals will be opened at the NMHC Central Office, Garapan, Saipan at 10:00 a.m., local time, **January 26, 2023**. However, if no notice of intent to submit a qualification statement received from proposers outside the CNMI, qualification statements will be opened at 10:00 a.m., local time on **January 13, 2023**.

Breach of Ethical Standard

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

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

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

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

This project is also subject to Section of the Housing and Community Development Act of 1968 which requires the successful bidder to the “maximum extent feasible”, take affirmative steps to provide training, contracting and employment opportunities and help ensure that the economic opportunities generated by these HUD funds are provided to local low-income residents in Saipan.

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

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

/s/

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

/s/

Merced “Marcie” M. Tomokane
Chairwoman
NMHC Board of Directors



NORTHERN MARIANAS HOUSING CORPORATION

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

Email: nmhc@nmhc.gov.mp

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

Request for Proposals (RFP)

Architect-Engineer Services for the Community Development Block Grant Disaster Recovery (CDBG-DR) Program Infrastructure Projects

Detailed Requirements and Scope of Work

I. BACKGROUND INFORMATION

The Northern Marianas Housing Corporation (NMHC), located in the Commonwealth of the Northern Mariana Islands, is soliciting sealed proposals from prospective firms with the primary objective of securing Architectural and Engineering Design Services for NMHC's Community Development Block Grant Disaster Recovery (CDBG-DR) Program Infrastructure Projects. This RFP package contains the necessary information and guidelines for interested firms to develop and submit qualifications. The Northern Marianas Housing Corporation (NMHC) and the Northern Marianas College (NMC) will be constructing new Classroom Buildings. The project will consist of two (2) two-storey concrete classroom buildings with 16 classrooms each. The state-of-the art classrooms will accommodate various instructional delivery methods such as active learning classrooms, flexible learning classrooms, hybrid learning / makerspace / studio lab and immersive learning classrooms as needed. The classrooms will be instructional spaces for content ranging from Criminal Justice, Language and Humanities, Liberal Arts, Science, Math, Health, Athletics, Education, to Social Science and Fine Arts. The classroom buildings are aiming for LEED certification with a focus on indoor environmental quality to support student success.

II. NATURE OF WORK

The primary objective of this RFQ is the securing of Architectural and Engineering Design Services for NMHC's CDBG- DR Program infrastructure projects. The CDBG-DR program has allocated approximately (Budget Cost) \$107,000,000.00 for infrastructure projects that sustained damage from Super Typhoon Yutu and Typhoon Mangkhut. The proposed infrastructure projects fall into three main categories which include Public Facilities, Roads, and Utilities. The CDBG-DR program seeks to utilize the funding to put in place resilient infrastructure that utilizes adaptable and reliable technologies to guard against the premature obsolescence.

This CDBG-DR project falls under the Public Facilities category and may include but are not limited to architectural, civil, structural, mechanical and electrical works. A detailed scope of work for the Architectural and Engineering (A&E) Services is provided below.

III. LOCATION OF WORK

The CDBG-DR project is located on the NMC main campus on the island of Saipan in the Commonwealth of the Northern Mariana Islands.

IV. DETAILED SCOPE OF WORK

A. Preliminary Project Development

1. Review the NMC Facilities Master Plan to become familiar with future infrastructure and facility goals. Refer to the Northern Marianas College Website for the Northern Marianas College Facilities Master Plan:

https://marianas.edu/resources/fmp/10-23-2021_NMC%20FMP%20Final%20Report_Website.pdf

2. Consult with the Owner and establish project requirements.
 - (a) The Classroom Buildings must comply with Risk Category III under the 2018 International Building Code (IBC), meet a Building Code Wind Load Speed of 238 mph, meet Seismic requirements for $S_S=1.796$, $S_1=0.45$ and $T_L=12$ seconds and comply with all CNMI Laws and Regulations. The Architect and/or Engineer and all consultants shall provide specifications that ensure all systems used are meeting current requirements. The designers should also ensure that systems are compatible with any relevant existing NMC infrastructure. Building systems and materials for the Classroom Buildings should focus on energy efficiency and durability to withstand harsh tropical climate. The designer may revise the above wind and seismic criteria as supported by codes, standards, the geotechnical recommendations but in no event shall the revision result in less wind or seismic loading than indicated above.
 - (b) The Classroom Buildings are targeting LEED certified Certification at a minimum, and all equipment shall conform to the energy efficient requirements in accordance with International Energy Conservation Code reference by IBC 2018.
 - (c) The design of the Classroom Buildings should incorporate lessons learned from the Covid-19 pandemic (flexible spaces, air circulation, technology, etc.).
 - (d) The façade of the Classroom Buildings should be culturally appropriate and architecturally relate to the design characteristics identified in the Facilities Master Plan.
 - (e) A&E design shall also take into consideration the design and specifications for the classroom buildings and will be tailored as a separate bid package. The bid package shall include detailed cost estimates. The project limits for this package shall be based on a ten-foot (10-ft) demarcation from exterior face of building perimeter walls.
 - (f) A&E design shall also take into consideration the design and specifications for utilities (water, sewer, power, and communications) and site development works (parking lots, grading, drainage, storm water management features, etc) will be tailored as a separate bid package. The bid package for all utilities and site development works shall include detailed cost estimates.
 - (g) A&E design to include drawings and specifications for Furniture, Fixtures & Equipment (FF&E). However, due to different funding sources, the consultant shall take into consideration NMHC and NMC will require the FF&E drawings to be a separate bid package from the Classroom Buildings and Utilities and Site Work packages. The design and construction contracts for FF&E will be negotiated, contracted and administered by NMC.
 - (h) Electrical design shall comply with the latest edition of the National Electrical Code.
 - (i) Telecommunication design shall be designed by a Registered Communications Distribution Designer (RCDD) with drawings stamped by both a registered Professional Electrical Engineer and an RCDD. Design shall comply with TIA standards.

B. Field Investigation / Schematic Design Phase

1. Perform site investigations (subsurface soil investigations, review of topographic surveys) to become familiar with site conditions. This shall include to perform hydrant fire flow test to verify existing water supply hydraulic information relevant to meet the project requirements. Perform site investigations to determine the nearest available utility point of connections (water, sewer, power, and communications).

2. Provide environmental, archaeological, and permitting services to ensure the project will obtain the necessary permits required for construction.
3. Prepare schematic designs and renderings for the NMC stakeholders and public presentations. Prepare renderings during the design phase so NMHC & NMC stakeholders can visualize the project.

C. Design Development Phase

1. Make presentations on the progress of the project. Organize and/or attend meetings as required during the duration of the design phase. These meetings may include design development meetings with stakeholders, participation in public meetings to keep the community informed, coordination meetings with government agencies, etc.
2. Prepare final construction drawings, specifications, and detailed construction cost estimates for the Classroom Buildings, Utilities, and Site Works. All design criteria for this building shall conform to the requirements of the CNMI P.L. No. 21-14 referencing IBC 2018 at a minimum, but not limited to Architectural, Civil, Mechanical, Electrical and Fire Protection features of the building.
3. The Consultant shall develop its detailed cost estimate for the project. The Consultant shall use this cost estimate to contain the total project construction cost to not-to-exceed the NMHC-specified construction budget.
4. The Consultant will develop projected maintenance costs for the Classroom Buildings. Building materials and systems must be analyzed for future maintenance costs. The maintenance costs shall not include such building contents as furniture, fixtures, and equipment (FF&E) and any art or decorative work.

D. Construction Document Phase

1. Develop the bid packages. Package 1 for the Classroom Buildings, and Package 2 for Site Development and Utilities.
2. The Consultant shall develop its detailed cost estimate for the project. The Consultant shall use this cost estimate to contain the total project construction cost to not-to-exceed the NMHC-specified construction budget.
3. Assist NMHC & NMC with the pre-bid or pre-proposal conference for the Classroom Buildings and respond to RFIs during the bid phase of the project.
4. Consultant is expected to respond to design related questions (RFIs) that arise during construction of the Classroom Buildings. All design conflicts, errors and omissions must be addressed at no additional cost to NMHC & NMC.
5. File appropriate documents as required by NMHC & NMC, federal grantors, federal and local authorities. Prepare and submit construction permit applications for the Classroom Buildings, if necessary.
6. Provide other services as requested by NMHC & NMC.
7. Consultant must anticipate detailed coordination meetings with NMHC & NMC regarding the program requirements for the Classroom Buildings.
8. Consultant to provide Limited Construction Administrative Services during the construction phase of the project. Refer to Limited Construction Administration in the following sections.

E. Bid Phase Services

During the Bidding Phase, the firm shall provide administrative support services to assist NMHC in obtaining competitive sealed bids for the proposed project. The scope under this phase shall include:

1. The firm shall respond to any questions or clarifications (RFIs).
2. Respond to any question, clarifications, or conflicts which may arise in the form of written addenda to the contract documents.
3. At this time, requests for substitutions may be considered if allowed by the contract documents.

F. Responses Exceeding Costs

If the estimate for the cost of construction is exceeded by the lowest bona fide response by more than ten percent (10%), NMHC may require Consultant (firm), without additional compensation, to modify the documents for which the firm is responsible under its agreement with NMHC as necessary to bring new responses within ten percent (10%) of such estimate. Alternatively, NMHC may require Consultant to perform one or more of the following tasks at no additional cost to NMHC: (1) Prepare, at no additional cost, deductive (change) design packages which bring the project within ten percent (10%) of the estimate; or (2) revise the project scope and quality as required to reduce the construction costs to within ten percent (10%) of the estimate.

G. Limited Construction Administration

1. Site Visits. Consultant shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by NMHC and Consultant in writing to become generally familiar with the quality of the work completed and to determine in general if the work is being performed in a manner indicating that the work when completed will be in accordance with the Construction Documents. In no event shall the site visits be less than once every two weeks, unless circumstances arise in which NMHC indicates a need for more frequent site visits, and unless agreed to by NMHC. However, Consultant shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the work. Consultant shall submit a report of each site observation to include reports of other subconsultants.
2. Work Quality. On the basis of on-site observations as a Consultant, the Consultant shall keep NMHC informed in writing of the general quality of the work and shall endeavor to guard NMHC against defects and deficiencies in the work, including work on the punchlist. Consultant will issue deficient work notices where appropriate. Such notices must be submitted to NMHC and the CM who in turn will issue such notice to the Contractor. The NMHC and CM will endeavor to keep Consultant apprised of progress by Contractor in resolving or rectifying such notices and afford Consultant an opportunity to witness and re-observe quality of corrected work.
3. Rejection of Work. Consultant shall be afforded the opportunity to bring to NMHC's and CM's attention need to reject work which does not conform to the Construction Documents. NMHC and the CM will coordinate with Consultant the preparation of written instructions the Contractor detailing such reject of work. Whenever Consultant considers it necessary or advisable for implementation of the intent of the Construction Documents, Consultant shall bring to the attention of NMHC and CM the need to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether or not such work is fabricated, installed, or completed.
4. Submittals. Consultant shall review and approve or take other appropriate action upon contractor's submittals, such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents. Consultant's action shall be taken with such reasonable promptness as to cause no delay in the contractor's work, while allowing sufficient time in Consultant's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of on-site safety or for construction means, methods, techniques, sequences, or procedures nor will Consultant check for proper numbers or dimensions of the submittal. When professional certification of performance characteristics of materials or equipment is required by the Construction Documents, Consultant shall be entitled to rely upon such certification to establish that the materials, systems, or equipment is required by the Construction Documents. Further, review of such submittals is not conducted for substantiating instructions for installation or performance of equipment or systems designed by the contractor. Consultant shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Construction Documents.

Consultant's review time will be jointly determined by NMHC and Consultant based on industry standards of 21 calendar days for initial review and 14 calendar days for second or resubmitted review. These review and action times may vary due to the complexity and completeness of the submittal.

5. Request for Information Processing. Consultant shall review and respond to all Requests for Information (“RFI”) in a timely manner, including the preparation of drawings or revisions to drawings as necessary to respond to said requests. Consultant shall work to provide an expedited review of RFIs, with the goal of providing responses within an appropriate NMHC and Consultant jointly agreed to duration, but in no case, shall the period of response exceed 21 calendar days. Consultant shall maintain an RFI log, which shall identify the RFI by number, the date the request was received, and the date the response was given.
6. Review of Substitutions. Consultant shall evaluate substitutions proposed by the contractor, In a manner jointly agreed to by NMHC and Consultant and in accordance with the contract documents.

H. Budget Considerations

The project is funded through NMHC’s Community Development Block Grant – Disaster Recovery program (CDBG-DR). As the design progresses, the project may be subject to adjustments due to program or size considerations. The Consultant may be asked to make accommodations in the design / construction documents to isolate or delineate different funding sources (ex. base bid, additive bids, or separate bid packages for construction).

I. NMHC CDBG-DR Grant Requirements

The Consultant should become familiar with CDBG-DR requirements for successful execution of the project.

J. All drawings and documents

1. All drawings and documents related to the design of the Classroom Buildings will become the property of NMHC & NMC. Submittals shall be made based on:
 - a. 30%
 - b. 60%
 - c. 90%
 - d. and 100% progress.
 - e. Final electronic documents are to be provided to NMHC & NMC (PDF and AutoCAD).

K. Grant Award and Design Schedule

The Northern Marianas College has received a CDBG-DR grant award from the Northern Marianas Housing Corporation. As such, timing is of the essence. The firm that is retained to provide this work must be capable of delivering the needed construction drawings, bid documents, and construction permits, inclusive of Government review time, within 300 days of NMHC Contract, “Notice to Proceed” date. The firm should complete each design phase on an accelerated schedule without sacrifice to the quality of the project. Budget and schedule adherence will be a requirement of any contract awarded as a result of this Request for Qualifications.

V. INFORMATION AND FORMAT REQUIRED IN THE QUALIFICATION

All qualifications submitted by prospective firms to the Northern Marianas Housing Corporation Central Office must include all items listed below. Incomplete qualifications may not be considered.

1. Existing CNMI Board of Professional Licensing Certificate of Authorization to practice as Engineer or Architect for all individual personnel who will be part of the design development;
2. Resumes of individual personnel who will be performing Architectural & Engineering Services;
3. Firm(s) current workload and availability to commit to NMHC assignments;
4. Provide list of all projects within the last three (3) years for all firm(s) personnel participated in the Architectural & Engineering Services or roles of the personnel in the projects. Firm shall include the contact person(s) for all projects;
5. Statement identifying project management approach;
6. At least three (3) reference letters from previous project owners in the last three (3) years;
7. DUNS Numbers and SAMs Number
8. Enclosed HUD forms.

NMHC reserves the right to request for additional information or documents that it may consider necessary and relevant to assist it in evaluating a qualification.

VI. GENERAL AND ADMINISTRATIVE INFORMATION

A. Posting of Request for Proposals

Interested parties can download this Request for Proposals from the CDBG-DR or NMHC website by clicking on the Procurement Tab.

B. General Provision

Until the selection process is completed, the content of the proposal will be held in strictest confidence and no details of any of the proposals will be discussed outside the Evaluation Team created by NMHC. This RFP does not constitute an offer and does not obligate NMHC in any way. NMHC reserves the right to reject any and all qualifications for any reason and waive any defect in said proposals, negotiate with any qualified offers, or cancel in part or its entirety this RFQ, if it is in the best interest of NMHC.

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

NMHC will enter a contract with the successful firm pursuant to the terms and conditions of NMHC Procurement Regulations. Additional terms and conditions will be attached as exhibits to the contract.

C. Submission Details

Sealed proposals must be marked “**NMHC RFP 2023-001**”. One original, One electronic copy stored in a flash drive and three (3) copies of sealed proposals must be submitted to the NMHC Central Office, Garapan, Saipan, MP 96950, no later than 10:00 a.m., local time **January 13, 2023**. Proposals received after the date and time will not be accepted. Offerors located outside of the CNMI may obtain an additional seven (7) working days for receipt of their qualification statements by submitting a Notice of Intent to Submit a Proposal. Notice of Intent to Submit a Proposal must be received by the Procurement Officer no later than 10:00 a.m., local time, **January 13, 2023**, and must be transmitted via facsimile to (670)234-9021, or via email to officemanager@nmhcgov.net. For Offerors located outside the CNMI, One original, One electronic copy and three (3) copies of sealed proposal must be postmarked by the U.S. Postal Service or the official government postal service of a foreign country no later than **January 13, 2023** and must be received at NMHC no later than January 25, 2023. Failure to submit the required number of copies may result in the rejection of your qualifications.

Sealed Proposals will be opened at the NMHC Central Office, Garapan, Saipan at 10:00 a.m., local time, **January 26, 2023**. However, if no notice of intent to submit a qualification statement received from proposers outside the CNMI, qualification statements will be opened at 10:00 a.m., local time on **January 13, 2023**.

Breach of Ethical Standard

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

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

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

D. Cost of Preparation

All costs incurred by the firm in preparing a response to this RFP and subsequent inquiries shall be borne by the firm(s). All proposals and accompanying documentation will become the property of NMHC and will not be returned. NMHC reserves the right to reject any or all proposals for any reason and to waive any defects in said proposal, if in its sole opinion, to do so would be in the best interest of NMHC.

E. Questions

All inquiries questions or requests for clarification must be submitted in writing to Mr. Jacob Muna, Office Manager/Procurement Officer at officemanager@nmhcgov.net or submitted by facsimile to (670)234-9021, no later than 4:00 p.m. local time on **January 05, 2023**.

All correspondences **MUST** contain the RFQ # in the letter or email subject.

VII. EVALUATION CRITERIA

Proposals received by the submission date and time noted above will be jointly processed on January 24, 2023. Evaluations shall be performed in accordance with NMIAC § 100-60-210 (e) and selection shall conform with § 100-60-210 (g) and (h) and the following:

Key Qualifications:

- The prime contractor (lead consultant) has designed / completed projects with construction costs over \$10 million for at least one project.
- The prime contractor (lead consultant) has previous design experience with educational / civic buildings.

If the Firm does not meet both of these Key Qualifications their Statements will not be considered

Evaluation Criteria

- Conformance to specified RQS format and submission of all requested information. **(5 pts)**
- The firm has completed work in the region. **(5 pts)**
- Location and proximity to the client and project site. **(5 pts)**
- Satisfactory selection and presentation of proposed key personnel providing detailed information highlighting their relevant and successful work experience. Satisfactory in-house technical skills and staffing level. **(15 pts)**
- Satisfactory selection and presentation of proposed consultant team explaining their discipline qualifications, past project experience. **(15 pts)**
- Previous experience with similar education projects demonstrating the firm's ability to provide all A&E requirements for the project. **(25 pts)**
- Satisfactory project schedule. **(10 pts)**
- Satisfactory business history and operational age of the firm. **(10 pts)**
- Satisfactory business structure, licensing and insurances. **(10 pts)**

VIII. SUCCESSFUL FIRM(S) NOTIFICATION PROCESS

A. Notification and Negotiation

Upon the selection, the successful firm(s) will be advised to negotiate the contract with NMHC. Should the negotiations fail to result in an agreement, NMHC reserves the right to cancel the negotiations and select the next recommended

firm(s), which in NMHC's opinion, is the most qualified proposer. If the contract is not agreed to with any of the proposers, the RFQ will be cancelled and re-advertised.

In the event all proposals exceed available funds and/or all qualification statements received do not meet **all** material respects of the request for qualifications (RFQ), the official with expenditure authority may authorize the procurement officer to negotiate an adjustment of the proposed price including changes in RFQ requirements as may be required.

B. Cost Analysis

NMHC CDBG-DR grant award contracts and expenditure are subject to federal uniform cost principles, in particular, 2 CFR 200.324 Contract Cost and Price.

§ 200.324 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

Cost analysis is the review and evaluation of any separate cost elements and profit or fee in an offeror's or contractor's proposal, as needed to determine a fair and reasonable price or to determine cost realism, and the application of judgment to determine how well the proposed costs represent what the cost of the contract should be, assuming reasonable economy and efficiency.

The major categories of costs include both direct costs (direct labor, equipment, supplies, travel and per diem, subcontractors and other direct costs) and indirect costs (overhead, general and administrative expenses and profit). In the process of analyzing costs, profit should be analyzed separately, based on complexity of the work, risk to the contractor, investment required, amount of subcontracting involved, and typical profit in the industry.

NMHC may use various cost analysis techniques and procedures to ensure a fair and reasonable price, given the circumstances of the acquisition. Such techniques and procedures include, but not necessarily limited, to the following:

Verification of cost data or pricing data and evaluation of cost elements, including –

- 1) The necessity for, and reasonableness of, proposed costs, including allowances for contingencies;
- 2) General agreement on scope of work elements and performance schedule during a scoping meeting with the selected firm. The detailed scope of work and fee proposal shall at least contain the following:

- the professional classification of personnel working on the job,
 - the hourly rate charged for each professional classification
 - estimated number of hours worked by each professional classification
 - Detailed scope of work items along with the estimated hours for each professional classification and their associated costs, and
 - the total estimated cost
- 3) Projection of the offeror's cost trends, on the basis of current and historical cost or pricing data;
 - 4) Reasonableness of estimates generated by cost-estimating relationships; and
 - 5) The application of audited or negotiated indirect cost rates, labor rates, and cost of money or other factors.
 - 6) Negotiating profit as a separate element of cost

The selected firm shall complete the Cost Detail Sheet and submit along with their detailed scope of work and fee proposal. The above scope of work and fee must be submitted in a format that contain sufficient detail to allow for a reliable analysis to be performed to determine whether the costs are reasonable. Note that this would be the format a firm normally utilizes for presenting and negotiating a scope of work and fee proposal for A&E design and CA services and is in addition to completing the Cost Detail Sheet.

Cost Detail Sheet

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

[NOTE: Use of alternate forms requires prior written approval by NMHC]

IX. INSURANCE

These requirements apply to contracts where the Consultant provides designated professional services to the Northern Marianas Housing Corporation; i.e. appraisers, architects, equipment maintenance, messengers, construction managers, etc.

A. Indemnity.

Consultant shall protect, defend, and hold the Owner, its Directors, officers, Agents, and Employees, harmless from any and all liabilities, losses, claims, judgments, fines or demands, including reasonable attorney's fees, arising out of any act or omission of the Consultant, its Directors, Officers, Agents, Employees, Licensees, or Invitees arising out of its activities under this Agreement, except for liabilities, losses, claims, judgments, fines or demands resulting from the sole negligence of the Owner.

B. Insurance.

Consultant shall procure and maintain the following insurance coverages during the entire term of this Agreement.

1. Automobile Liability.

Commercial Automobile Liability insurance for all owned and non-owned vehicles used in connection with the Consultant's business activities on the Owner's property in an amount not less than \$1,000,000.00 combined single limit of liability. Deductibles if any, shall be approved by the Owner. The Northern Marianas Housing Corporation, its Directors, Officers, Agents, and Employees shall be named as additional insureds.

2. General Liability.

If a premises lease is a part of the contract, Commercial General Liability insurance including coverage for bodily injury and property damage, personal injury, and contractual liability. The limits of liability shall be not less than \$1,000,000 combined single limit of liability per accident and \$2,000,000.00 annual aggregate. Deductibles, if any, shall be approved by the Owner. The Northern Marianas Housing Corporation, its Directors, Officers, Agents, and Employees shall be named as additional insureds.

3. Professional Liability.

Professional Liability insurance in an amount not less than \$1,000,000.00 combined single limit of liability per incident. Deductibles, if any, shall be approved by the Owner. Coverage shall be extended for three years following issuance of Notice of Completion. The policy shall contain an endorsement stating it provided coverage exclusively for the stated project. The Northern Marianas Housing Corporation, its Directors, Officers, Agents, and Employees shall be named as additional insureds as respects any claims arising out of the Project.

4. Property.

Consultant shall be fully responsible for its own furniture, fixtures, machinery, tools and equipment, and other personal property of all kinds used for the project including any temporary structures required or used by the Consultant, whether owned, leased, rented, or borrowed for use on the Project. All Property insurance policies carried by the Consultant in accordance with these requirements shall contain a waiver of subrogation clause in favor of the Owner.

5. Workers' Compensation.

Statutory Workers' Compensation and Employers' Liability insurance.

Northern Marianas Housing Corporation (NMHC)

NOTICE: Must be completed and submitted WITH the bid or proposal

FORM OF STATEMENT OF BIDDER'S QUALIFICATIONS

GENERAL

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

1.1 DESCRIPTION

- A. Information submitted will be used by the NMHC to determine the competency and ability of the Contractor to perform the scheduled work in a manner deemed satisfactory to the Owner. The NMHC decision shall be final.
- B. The Contractor shall certify, by attaching his signature, that all information contained herein is complete and all statements and answers are accurate and true. Providing misinformation, incomplete information, inaccurate information, or failure to certify the information, will subject bidder to disqualification.

All questions must be answered. The data given must be clear and comprehensive.

- 1. Name of Bidder : _____
- 2. Business Physical Address : _____
- 3. Business Mailing Address : _____
- 4. Business Phone & Fax No. : _____
- 5. Primary Contact Name : _____
- 6. Secondary Contact Name : _____
- 7. Primary Contact Email : _____
- 8. Secondary Contact Email : _____
- 9. When Organized : _____
- 10. Bidder is a (an) : _____
(Sole Proprietor - Partnership - Corporation - LLC)

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

The full name and addresses of all persons interested in this proposal as partners and/or principal(s) are: If business is carried out in any other name(s) than that of the principal(s) or partner(s), also state such name(s) and address(es).

Northern Marianas Housing Corporation (NMHC)

NOTICE: Must be completed and submitted WITH the bid or proposal

SOLE PROPRIETOR

Social Security No., if Sole Proprietor: _____

Tax I.D. No.: _____

- Have you (as a Sole Proprietor), your business or anyone on the proposed team proposing on this project, ever been debarred or suspended? ☐ Yes ☐ No
- Are You (as a Sole Proprietor) your business or anyone on the proposed team proposing involved in any litigation with any agency/firm or NMHC? ☐ Yes ☐ No

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

CORPORATION

Corporation is incorporated in the State of _____ :

President is _____ :

Treasurer is _____ :

Place of Business _____ :

Tax I.D. No. _____ :

DUN's No. & CAGE No. (provide documentation) _____ :

[On a separate sheet or letter, please provide an explanation for any/ "Yes" response]

11. How many years have you been engaged in the contracting business under your present firm or trading name? _____
12. Have you ever refused to sign a contract at your original bid? **Yes** ☐ **No** ☐
13. Have you ever defaulted on a contract? **Yes** ☐ **No** ☐
14. 8. Is the company currently involved in bankruptcy or similar proceedings? **Yes** ☐ **No** ☐ If yes, explain on a separate paper.

Northern Marianas Housing Corporation (NMHC)

NOTICE: Must be completed and submitted WITH the bid or proposal

15. criminal indictment during the past five (5) years? **Yes** ☐ **No** ☐ If yes, if yes, summarize the matter and its disposition.
16. During the past five (5) years, has company been the subject of an investigation or proceedings before the city, state or federal Departments of Labor for any alleged violation of any wage or labor law? **Yes** ☐ **No** ☐ **If yes**, if yes, summarize each such instance and its disposition.
17. Has any director, officer, owner or managerial employee been convicted or the subject of
18. Provide a brief summary of the company profile & names of its Officer/members with title an attached. (If incorporated)
19. Provide a list of current & past projects with clients name, start date and, completion date.
20. Provide a list of total number of employees (use current employee listing form) and a total number of licensed professionals with companies organizational chart.
21. Provide a clear copy the Business license
22. Describe company's system of monitoring and oversight to ensure maintenance of complete and accurate work, payroll and invoicing records.
23. Attach company's most current certified financial statement or, if a certified statement has not been issued within the past 12 months, the company's latest internal financial statement.

The undersigned hereby CERTIFY that the information stated above is true and correct. And authorizes any requests to furnish any information requested by **Northern Marianas Housing Corporation (NMHC) Corporate Director or his designee**, in verification of the recitals comprising this Statement of Bidder's Qualifications.

Name of Authorized Official or Owner

Title

Signature of Authorized Official or Owner

Date

Email Address

Contact No.

Northern Marianas Housing Corporation (NMHC)

NOTICE: Must be completed and submitted WITH the bid or proposal

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

Name of authorized Contact Representative

Contact No.

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

This Space is Left Blank Intentionally

Northern Marianas Housing Corporation (NMHC)

NON-COLLUSION AFFIDAVIT

Project: _____
Commonwealth of the Northern Mariana Islands

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

SAIPAN, MARIANA ISLANDS

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

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

Signature of

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

Seal of Notary Public

My commission expires on _____ 20 _____.

Northern Marianas Housing Corporation (NMHC)

EQUAL EMPLOYMENT OPPORTUNITY

Project Name: _____

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

CERTIFICATION BY BIDDER

Company Name & Address

Email

Signature of Authorized Representative of Contractor/Sub-contractor

Title

Print or Type Name

Date

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

Northern Marianas Housing Corporation (NMHC)

SMALL MINORITY WOMEN-OWNED BUSINESS CONCERN REPRESENTATION

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

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least fifty-one (51 %) percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least fifty-one (51 %) percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least fifty-one (51 %) of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

☐ Black Americans

☐ Asian Pacific Americans

☐ Hispanic Americans

☐ Asian Indian Americans

☐ Native Americans

☐ Hasidic Jewish Americans

Bidder's/Proposer's Signature

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

Signature

Title

Print or Type Name

Date

(Company Name and Mailing Address)

Email Address: _____ Telephone: _____ Fax no.: _____

Northern Marianas Housing Corporation (NMHC)

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause).

CERTIFICATION OF NONSEGREGATED FACILITIES

PROJECT NAME: _____

We, _____ (Company) certify that we do not and will not maintain or provide for his employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location, under our control, where segregated facilities are maintained. We the federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause required by Executive Order 11246, amended.

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

The federally assisted construction contractor agrees that (except where we have obtained identical certifications from proposed subcontractors for specific time periods) we will obtain identical certifications from proposed subcontractor prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that we will retain such certifications in our files; and that we will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certification for specific time periods).

NOTICE TO PROSPECTIVE SUBBUILDERS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES. A certification of non-segregated facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

NOTE: *Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.*

Name of Company: _____

Owner/Authorized Representative: _____
(Print or Type Name)

(Title)

(Signature)

(Date)

Northern Marianas Housing Corporation (NMHC)

ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

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

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

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

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

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

Northern Marianas Housing Corporation (NMHC)

commission, percentage, gift, or other consideration contingents upon or resulting from the award of any Agreement.

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

"No questions (including Compliance Program-related questions) may be directed to or contacts made with the Corporate Director, other members of NMHC, or other NMHC staff not identified in this solicitation as points of contacts during the time that this solicitation is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the contractor and/or consulting firm from further consideration by the Procurement Officer for this solicitation."
6. List any Actual or Potential Conflicts of Interest below or check the box below to certify that none exists. Failure to fully disclose information may result in penalties and/or sanctions as outlined in #2 above. Please check only one box below.

☐ No known actual or potential Conflicts of Interest are subject to disclosure.

☐ All identified actual or potential Conflicts of Interest and/or Unfair Competitive advantage(s) are stated below and submitted for further review by the Northern Marianas Housing Corporation.

7. I warrant that should I become aware of an actual or potential conflict of interest involving my company or subcontractors, if any, in performing the services under the Agreement or responding to this Solicitation, I will notify the NMHC immediately. I also warrant that should I become aware of any competitive advantage that my company or subcontractors have in responding to this solicitation or providing services under an agreement related to this solicitation, I will immediately notify the NMHC of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the NMHC of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement for this procurement.
8. By signing this statement, I certify for myself and on behalf of my company and any of my subcontractors that I have and will comply with, and have not, and will not, induce a person to violate 1

Northern Marianas Housing Corporation (NMHC)

CMC Section 2304 (Ethics Act). I acknowledge and understand that the NMHC may rescind any Agreement and recover all amounts expended as a result of any action taken in violation of this provision.

9. Has anyone in your company been privy to any information regarding the _____ solicitation prior to _____? If so, please explain.

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

Company Name: _____

Print Name/Signature of Authorize
Official or Owner

Title

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

Seal of Notary Public

My Commission expires _____ 20____.

Northern Marianas Housing Corporation (NMHC)

DEBARMENT CERTIFICATION FORM

Certification Regarding Debarment, Suspension and Ineligibility

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

Company Name & Address

Email Address

Type or Print Name

Title

Signature of Authorize Official or Owner

Date

Contractor: _____

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
CONTRACT FOR PURCHASE OF SERVICES

I. PARTIES

This contract is between the NORTHERN MARIANAS HOUSING CORPORATION (NMHC), an autonomous public agency of the Commonwealth of the Northern Mariana Islands and referred to herein as “NMHC”, and _____ is referred to in this contract as the “Contractor.”

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

II. NOTICE

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

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

President/CEO
Company Name
P.O. Box _____
Saipan, MP 96950
Tel: (670)____ - ____ /Fax (670)____ - ____
Email:

III. COMMUNICATION

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

IV. GENERAL PURPOSE

The purpose of this contract is for the NMHC to procure from the Contractor the services described in this contract and in the attached exhibits and to enjoy any warranty or other services provided for by this contract. The services being procured are described as follows:

1. Architectural and Engineering Services for the Construction of New Classroom Buildings for the Northern Marianas College (NMC).

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

The services will be provided on the island of Saipan.

The services will be performed for a duration of six (6) months.

V. CONTRACTOR TO PROVIDE EQUIPMENT

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

VI. WARRANTY

As provided by law.

VII. CONTRACT DOCUMENTS

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

| EXHIBIT | NAME OF DOCUMENT |
|---------|-------------------------------|
| A | Standard Terms and Conditions |
| B | Proposal Packet |

VIII. CONSIDERATION AND SCOPE OF WORK

Contractor agrees to perform the services described in this contract and the documents attached and incorporated into this contract. The NMHC agrees to pay contractor in the amount not to exceed _____ (\$000.00) in exchange for Architectural and Engineering Services. In addition, the consideration for this agreement is in the mutual covenants and stipulations hereby agreed to by the parties and set out in the following paragraphs.

IX. DURATION OF CONTRACT

The Contractor shall commence services upon receipt of a Notice to Proceed by NMHC.

This contract will remain in effect for a period of **six (6) months**. The services shall commence upon receipt of a Notice To Proceed.

X. CONTRACT EXTENSION

NMHC may extend the term of this contract by written notice to the Contractor 30 days before the contract expires. This extension provision may be exercised more than once, but the total extension of performance may not exceed six (6) months. If NMHC exercises its option to extend this contract, then the contract will continue without any change in the terms and conditions of this contract.

XI. DELIVERY AND PAYMENT

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

| DATE THE NMHC RECEIVES INVOICE | INVOICE AMOUNT | PAYMENT DUE DATE |
|--|-----------------------|---|
| Payments will be based upon completion of actual work done and approved by NMHC. | | NMHC will issue payment to the contractor within 30 days after submitting an invoice and following NMHC's review, acceptance, and approval of invoice and supporting documents that show the contractor is compliant with contractual terms and conditions. |
| | | |
| | | |
| | | |
| | | |

2. If the notice to proceed is issued after a date identified in the above schedule, then the Contractor will invoice the NMHC on the next date identified in the above-schedule. Thereafter, invoices will be issued in accordance with the above schedule and will continue to be issued until the contract is completed.
3. Upon receipt of an invoice(s), NMHC shall review invoice(s) and required documents within five (5) business days to determine compliance with contract terms and conditions. Contractor shall be formally notified within five (5) business days of the results of NMHC's review of the contractor's submission, along with any discovered errors, irregularities, or violations that would need to be corrected. If no errors, irregularities or violations are identified, then NMHC shall process and release payment to the contractor within 30 days following its review of the contractor's submission. Payment by NMHC shall be made only upon the Contractor's submission of evidence to the Expenditure Authority that the Contractor has delivered the services and has adhered to all contract terms and specifications.

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

XII. SIGNATURE REQUIREMENTS

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

XIII. ADJUSTMENTS OF TIME FOR PERFORMANCE

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

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

XIV. SIGNATURES

1. Expenditure Authority

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

Jesse S. Palacios
Corporate Director
Expenditure Authority

Date:

2. Procurement and Supply

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

Jacob Muna
Procurement Officer

Date

3. NMHC Fiscal Division

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

Account: _____

Amount: \$

Jeffrey Q. Deleon Guerrero
Chief Financial Officer

Date

4. Attorney General:

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

Edward Manibusan
Attorney General

Date

5. NMHC Board of Directors

Merced "Marcie" M. Tomokane
Chairwoman

Date

6. Contractor – _____:

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

PRINTED NAME OF SIGNING AUTHORITY

TITLE

SIGNATURE OF SIGNING AUTHORITY

Date

7. CERTIFICATION OF CONTRACT COMPLETION

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

Jacob Muna
Procurement Officer

Date

XV. END OF CONTRACT DOCUMENT

Procurement Information
(For government purposes only)

Method of Procurement (Check one only)

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

Type of Procurement (Check one only)

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

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

EXHIBIT A
NORTHERN MARIANAS HOUSING CORPORATION (NMHC)
STANDARD TERMS AND CONDITIONS

I. TAXES, INSURANCE, AND PERMITS

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

II. LITIGATION

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

III. CONTRACT SUBJECT TO FUNDING

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

IV. SATISFACTION OF EXPENDITURE AUTHORITY REQUIRED

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

V. REGULATIONS CONTROLLING

This contract is void if either the procurement processes or contract execution fails to comply with the NMHC Procurement Regulations codified by NMIAC §§ 100-60-001, et seq. Any procurement action of a NMHC official or employee in violation of said regulations is not authorized by the NMHC and is an act for which the NMHC will not take responsibility or be liable for in any manner. The Contractor and the NMHC Expenditure Authority hereby certify that they have both read and understand said procurement regulations and have complied with all such regulations.

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

If the contract is in violation of the procurement regulations codified by NMIAC §§ 100-60-001, et seq., then the Contractor may be subject to debarment or suspension from NMHC contracting. Any person found to be violating the procurement regulations may be personally liable for any damages incurred, in addition to other penalties provided for by law or regulation.

VII. CONTRACT DISPUTES

1. Any dispute arising under this contract between the NMHC and the Contractor shall be submitted to administrative review and appeal as provided for by the procurement regulations codified by NMIAC §§ 100-60-001, et seq.
2. Commonwealth law governs this contract.
3. The NMHC will not be held liable for interest on any judgment taken as a result of any legal action in connection with this contract.
4. The NMHC will not be held liable for any punitive damages as a result of any legal action in connection with this contract.
5. The NMHC will not be held liable for any attorneys' fees incurred by the Contractor as a result of any legal action in connection with this contract.

VIII. GRATUITIES

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

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

IX. RIGHT TO AUDIT

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

X. KICKBACKS PROHIBITED

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

XI. CONTINGENT FEES

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

XII. TERMINATION FOR DEFAULT

1. If the Contractor refuses or fails to deliver the goods or services as required or fails to deliver the goods or services within the time period specified by this contract, then the NMHC may terminate this contract by providing written notice of termination to the Contractor. If the NMHC terminates this contract for default, then the Contractor will be liable for damages. In the alternative, the NMHC may insist upon the performance of this contract and the payment of damages for its delay. Failure to deliver the goods or services as required and within the time limits provided by this contract may subject the Contractor to suspension, disbarment, or any other remedy provided by law.
2. The NMHC will not terminate the contract for failure to deliver the goods or services within the specified time if the failure is caused by an act of god, acts of the public enemy, acts of the NMHC, fires, floods, epidemics, or unusually severe weather.
3. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

XIII. TERMINATION FOR CONVENIENCE

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

XIV. ASSURANCES

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

1. **Equal Employment Opportunity.** For all Contracts that qualify as “federally assisted construction contracts” as defined in 41 CFR Part 60–1.3, Contractor agrees to comply with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
2. **Additional Equal Employment Opportunity Clause.** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
3. **Davis Bacon Act, as amended (40 U.S.C. 3141—3148).** If the Contract is in excess of \$2000 and pertains to construction or repair, and further, if required by Federal program legislation, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141—3148) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, the Contractor is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall be required to pay wages not less than once a week.
4. **Copeland “Anti-Kickback” Act (40 U.S.C. 3145) –** If the Order is in excess of \$2000 and pertains to construction or repair, Contractor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides in part that Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which it is otherwise entitled.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) – If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement – If the Contract is for the performance of experimental, developmental, or research work, Contractor shall provide for the rights of the Federal Government and the Commonwealth in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251—1387), as amended – If the Contract is in excess of \$150,000 Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251—1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Energy Policy and Conservation Act (42 U.S.C. 6201) – Contractor agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – If the Contract is for \$100,000 or more, Contractor and its subcontractors shall file the certification required by this statute and associated regulations. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Commonwealth.

10. Debarment and Suspension (E.O.s 12549 and 12689) – Contractor represents and warrants that it is not listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM) in accordance with OMB guidelines at 2 CFR 180 that implement E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.
11. The Contractor certifies compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In particular, the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.
12. If applicable, the Contractor certifies compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act by procuring solid waste management services in a manner that maximizes energy and resource recovery.
13. If the contracting agency is an EPA financial assistance agreement recipient, then the contract agrees that it shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor further agrees that it shall carry out the applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies. The contractor understands that it bears the final responsibility for determining whether the contracting agency is an EPA financial assistance agreement recipient.

END OF DOCUMENT