



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

March 13, 2023

Mr. Matthew Kennedy, P.E.

Principal

GHD

PMB 596 Box 10000

Saipan, MP 96950

Tel: (670)234-0483

Email: andre.tenorio@ghd.com

RE: Notice to Proceed (NTP)
Architect-Engineering Services for the
Community Development Block Grant- Disaster Recovery (CDBG-DR) Program Infrastructure Projects
Contract No.: NMHC 2022-008: Change Order No. 1- Contract Renewal

Dear Mr. Kennedy:

This letter serves as our formal NTP to commence the Architect-Engineering Services for the CDBG-DR Program Infrastructure Project. This NTP shall be effective March 11, 2023, for a period of one (1) year or until the contract amount is depleted. Enclosed is a copy of the change order contract. After March 10, 2024, the contract will not be renewed.

Should you have any questions or concerns, please feel free to contact Mr. Jacob Muna at the numbers listed above or you may email him 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 PROCUMENT | <i>JS</i> | | 03/02/23 |
| 2. | CORPORATE DIRECTOR | <i>JSP</i> | 03/2/23 | 03/02/23 |
| 3. | CHIEF FINANCIAL OFFICER | <i>JQDCG</i> | 03/2/23 | |
| 4. | ATTORNEY GENERAL | | | |
| 5. | CHAIRWOMAN NMHC BOARD OF DIRECTORS | <i>M Tomokane</i> | | |
| 6. | CONTRACTOR | <i>MK</i> | 3/13/2023 | 3/13/2023 |
| 7. | NMHC PROCUREMENT | <i>JS</i> | 3/13/23 | |

CONTRACT SPECIFICATION

EXPENDITURE AUTHORITY : Jesse S. Palacios, Corporate Director

TYPE OF PROCUREMENT : Competitive Sealed Proposal

VENDOR : GHD Inc.

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

AMOUNT : ADD -0-

TOTAL CONTRACT AMOUNT : NTE: \$1,000,000.00

ACCOUNT NUMBER : DR. INF Project

CONTRACT NUMBER : NMHC 2022-008
Change Order No. 1: Contract Renewal Exp. 03/2024

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

NORTHERN MARIANAS HOUSING CORPORATION (NMHC)
CHANGE ORDER NO. 1: CONTRACT RENEWAL
CONTRACT NO.: NMHC 2022-008

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 GHD Inc. is referred to in this contract as the "Contractor." This Change Order is a fully enforceable contract and may be referred to as a contract or as a change order in this document.

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. GENERAL PURPOSE

The purpose of this Change Order is to renew the Contract between the NMHC and GHD Inc. To continue the Architect-Engineering services and completion of existing work orders.

III. CHANGE ORDER DOCUMENTS

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

The Original Contract, all of its provisions, and all of its exhibits are specifically incorporated into this Change Order. In addition, the following exhibits are specifically incorporated into this change order:

| EXHIBIT | NAME OF DOCUMENT |
|----------------|-------------------------|
| A | Original Contract |
| | |
| | |
| | |

IV. CONSIDERATION AND SCOPE OF WORK

Contractor agrees to deliver the goods and all other services described in this Change Order and the documents attached and incorporated into this Change Order, in addition to the goods and services required by the original contract.

Contractor shall continue their services for another year expiring on March 10, 2024. The NMHC shall not renew the contract after March 10, 2024.

The NMHC agrees to pay \$1,000,000.00 as consideration for this Change Order. 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.

This Change Order alters the consideration of the original contract. If a provision of this Change Order conflicts with the original contract, then the Change Order will control.

V. DELIVERY AND PAYMENT

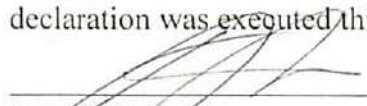
1. The Contractor agrees to begin, and to continue for as long as this contract provides, to perform the services on the island of Saipan. The Contractor will invoice the NMHC and will be paid according to the following schedule:

| 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. |
| | | |

VI. 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

3/2/2023
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


3/02/23
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. INF PROJECT

Amount: \$1,000,000.00

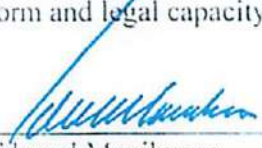

Jeffrey Q. DeLeon-Chuerrero
Chief Financial Officer

03/01/2023

Date


4. Attorney General

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


Edward Manibusan
Attorney General

3/6/2023
Date

5. NMHC Board of Directors

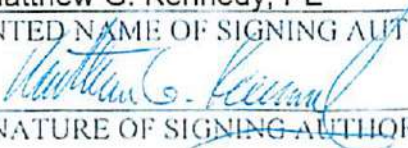

Merced "Marcie" M. Fomokane
Chairwoman

03/06/2023
Date

6. Contractor – GHD Inc.:

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

Matthew G. Kennedy, PE
PRINTED NAME OF SIGNING AUTHORITY


SIGNATURE OF SIGNING AUTHORITY

Principal Engineer
TITLE

March 13, 2023
Date

7. CERTIFICATION OF CONTRACT COMPLETION

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



Jacob Muna
Procurement Officer

3/13/23

Date

VII. END OF CHANGE ORDER

Procurement Information



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

March 10, 2022

Mr. Matthew Kennedy, P.E.
Principal
GHD
PMB 596 Box 10000
Saipan, MP 96950
Tel: (670)234-0483
Email: andre.tenorio@ghd.com

RE: Notice to Proceed (NTP)
Architect-Engineering Services for the
Community Development Block Grant- Disaster Recovery (CDBG-DR) Program Infrastructure Projects
Contract No.: NMHC 2022-008

Dear Mr. Kennedy:

This letter serves as our formal NTP to commence the Architect-Engineering Services for the CDBG-DR Program Infrastructure Project. The contract amount for the Architect-Engineering Services is \$1,000,000.00. This NTP shall be effective March 10, 2022, for a period of one (1) year or until the contract amount is depleted. The contract is renewable for another year contingent upon availability of funding and satisfactory performance with the same terms and conditions. Enclosed with this letter is your contract stating the terms and conditions of your services.

Procedures:

1. The NMHC shall issue a work order to your firm to commence services for the assigned projects;
2. NMHC and your firm shall meet prior to commencement of the services to be provided and meet periodically to discuss the status of the services rendered for the assigned projects;
3. Firm shall provide status reports on the delivery of services to the CDBG-DR Project Manager & CDBG-DR Project Supervisor on a weekly basis;
4. Request for payments: Your firm shall provide an invoice with the details of actual work performed and the numbers of hours worked and the price for such services (pursuant to the professional fees attached as exhibits on your contract).

Our agency has assigned the following personnel as the point of contact for your firm for any inquiries:

CDBG-DR Office: Tel: (670)233-9447 9448 9449



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

- Mr. Jonathan I. Arriola, CDBG-DR Project Manager
Mobile Phone: (670)285-3050, Email: drprojectmanager@nmhcgov.net
- Mr. Wilfred C. Villagomez, CDBG-DR Project Supervisor
Mobile Phone: (670)287-0471, Email: projectsupervisor@nmhcgov.net

If you have any questions or concerns, please feel free to contact Mr. Jacob Muna at the numbers listed above or you may email him at officemanager@nmhcgov.net

Sincerely,


Jesse S. Palacios
Corporate Director

RECEIVED:


ANDRE TENORIO

11:30 AM 3/10/22



Tinton Field Office
Tel: (670)433-9213
Fax: (670)433-3690

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Fax: (670)532-9441

ROUTING SLIP

| ROUTE | DEPARTMENT/OFFICE | PRINT | DATE IN | DATE OUT |
|-------|--|-----------------|------------------|------------------|
| 1. | NMHC PROCUMENT | <i>Jaenb</i> | | <i>1/20/22</i> |
| 2. | CORPORATE DIRECTOR | <i>JSP</i> | <i>1/20/22</i> | <i>1/20/22</i> |
| 3. | CHIEF FINANCIAL OFFICER | <i>JCC</i> | <i>1/21/22</i> | <i>1/21/22</i> |
| 4. | ATTORNEY GENERAL | <i>Sepphora</i> | <i>01/21/22</i> | |
| 5. | ACTING- CHAIRMAN NMHC BOARD OF DIRECTORS | <i>M.T.</i> | <i>1/24/22</i> | <i>1/26/22</i> |
| 6. | CONTRACTOR | <i>PK</i> | <i>2/11/2022</i> | <i>2/11/2022</i> |
| 7. | NMHC PROCUREMENT | <i>Om</i> | <i>2/11/22</i> | |

CONTRACT SPECIFICATION

EXPENDITURE AUTHORITY : Jesse S. Palacios, Corporate Director

TYPE OF PROCUREMENT : Competitive Sealed Proposal

VENDOR : GHD Inc.

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

AMOUNT : ADD -0-

TOTAL CONTRACT AMOUNT : NTE: \$1,000,000.00

ACCOUNT NUMBER : *DR INF Project*

CONTRACT NUMBER : NMHC 2022-008
1 Year Contract or until contract amount is depleted

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

Wue
2/17/22 2:57 PM

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 GHD Inc. 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

Matthew G. Kennedy, PE
GHD Principal Engineer
Andre Tenorio, PE
GHD Office Manager
PMB 596 Box 10000
Saipan, MP 96950
Tel: (670)234-0483
Email: matt.kennedy@ghd.com / andre.tenorio@ghd.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. Architect-Engineer Services for the CBDG-DR Program Infrastructure Projects:

DETAILED SCOPE OF WORK:

A. Design Management

1. The selected firm shall assist the CBDG-DR Office in the coordination and review of the scope of work and basis for design on all task orders assigned to the a/e firms.
2. The selected firm shall conduct progress reviews at the 30%, 60%, and 90% milestones.
3. The selected firm shall assist the CBDG-DR office in the review of all change order(s), if any, payment applications and complete bid documents (PS&E), ready for bid.

B. Pre-Construction Services

1. The selected firm shall review the contract documents to include the plans, specifications, and cost estimate and additional scope of work.
2. The selected firm shall assist the CBDG-DR Office in the bid process, conduct pre-bid meetings, response to Request for Information (RFI) and perform bid analysis for recommendation to award. Bid analysis shall be performed to satisfy the procurement regulation.

C. Construction Management Services

The Selected firm shall be responsible in the management of the construction throughout the duration of the construction phase and shall perform the following but not limited to:

1. The selected firm shall review the construction schedule to be prepared by the contractor, and the selected firm shall keep track of the progress and perform constant evaluation of the schedule.
2. The selected firm shall compare projected schedule versus actual progress, and shall require the contractor for a two week "look ahead" schedule.
3. Manage daily reports, submittals, photos, RFIs, Change Orders, Payment Applications, correspondences to the CBDG-DR office and Design Engineer of Record and Contractor's Payroll Records.
4. Manage the site coordination between contractors, design selected firms, adjacent land owners, neighbors, public concerns and external utilities.
5. Track cost, evaluate estimated versus actual expenditures, and process change orders, if necessary.
6. Process Proposed Modifications including tracking the cost and the estimated versus actual costs.
7. Maintain constant communication with the CBDG-DR Office, PM, project engineer, regulatory agencies, adjacent property owners, external utilities, and the CNMI Government.
8. Prepare and submit a monthly progress report to the CBDG-DR Office with the monthly progress invoice. The monthly report shall include the following at a minimum:
 - a. Summary of the project progress, estimated completion versus actual completion achieved in a month's period.
 - b. Projected works to be accomplished on the following month.

- c. An updated progress schedule showing percentage completion.
 - d. Existing problems, anticipated problems, anticipated changes or modifications, and proposed corrective actions.
 - e. A tracking mechanism comparing monthly invoice amounts and total expenditures, cumulative physical completion versus contract time.
 - f. Pictures showing progress at the site.
9. Review status of permits for renewals.
 10. The selected firm shall review construction permit requirements and assist the contractor in obtaining the necessary permits. The contractor is responsible in obtaining the necessary construction permits.

The Selected firm shall be responsible for the Contract Administration to include the following:

1. Conduct construction progress meetings and coordination meetings for the different work tasks.
2. Coordinate and conduct site progress meetings, work deficiency, and safety meetings with the construction management staff, contractor, design engineers and the CDBG-DR Office and prepare minutes of meetings for distribution.
3. Periodic review of the contractor's contract for compliance with the construction contract requirements such as bonds, insurance, certified payroll, labor compliance, etc.
4. Review contractor's submittals for compliance with the contract documents.
5. Review and respond to the contractor's RFIs and either provide information from contract documents back to the contractor or request Design Engineer for response and to expedite the response within a 2 days turn-around time.
6. Selected firm shall keep the daily logs to make sure that one individual is able to generate a report for the quality assurance report if needed.
7. Review contractor's payment application for recommendation to the CDBG-DR Office.
8. The Selected firm shall communicate with the Contractor regarding acceptable work tasks.

The Selected firm shall manage the Change Order (if any) to include the following:

1. Review and evaluate change order requests and submittals.
2. Coordinate the change order request from the contractor with the CDBG-DR Office.
3. Investigate and inspect the site conditions versus the description in the contract documents.
4. Review of submittals in support (cost proposal), and make recommendations for resolution, of claims and disputes to the CDBG-DR Office.

The Selected firm shall conduct Inspection/Monitoring to include the following:

1. Review and inspect the contractor's work for compliance with the contract documents on a daily basis. Monitoring of corrective actions taken by the contractor needed to fix the work that is not acceptable or in compliance with the contract documents. Keep and update field inspection daily reports on the construction activities and all correspondences with the contractor. Take digital photos of work in progress, document photo location and date, and maintain a photo log. Review contractor's compliance with all regulatory permits and mitigation plans. Selected firm shall make sure that the contractor complies with a healthy and safe workplace and document all notifications

of non-compliance. Review contractor's survey layouts relative to the contract documents. The contractor shall hire a CNMI licensed surveyor for all survey works.

The Selected firm shall conduct Closeout of Construction and shall provide services during the Closeout of the project. The Selected firm shall provide the following:

D. Substantial and Final Completion Services to include the following:

1. Conduct site inspection to determine if facilities are complete and in compliance with the contract documents. This should include survey works by a CNMI licensed surveyor to provide quality assurance checks. Preparation and establishment of punch list, inspection of the punch list and the corrective actions.
2. Recommendation to the CDBG-DR Office for release of payments and retention to the contractor.
3. Review of As-Built Drawings

E. Operations and Maintenance (O&M) Manual Submittal and Start-Up Training Coordination with Construction Contractor for Various Works:

1. Selected firm shall coordinate the preparation of the O&M submittal by the contractor and provide final review comments by the Selected firm, Design Engineer and Operator to be incorporated into the final O&M Manual for permit compliance.
2. Selected firm shall coordinate and manage with the Contractor the turnover of the portion of the project to be owned and operated by the Commonwealth Government and provide support during the start up.
3. Selected firm shall coordinate and manage with the contractor and operator to schedule and conduct startup training required by the construction contract and the operations contract.
4. Develop and provide acceptance criteria for the acceptability of the Start-Up Training and confirm acceptance.
5. Coordinate the development of a checklist for periodic maintenance to be performed by the owner/agency

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

The services will be provided on the island of Saipan.

The services will be performed for a duration of *one (1) year or until the contract amount is depleted. The NMHC may renew for another year with the same price, terms and conditions, and upon satisfactory performance and availability of funding.*

V. CONTRACTOR TO PROVIDE EQUIPMENT

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

VI. WARRANTY

N/A

VII. CONTRACT DOCUMENTS

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

| EXHIBIT | NAME OF DOCUMENT |
|----------------|---|
| A | Standard Terms and Conditions |
| B | Proposal Packet/GHD Inc. FY2022 US West Region Fee Schedule |

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 One Million Dollars (\$1,000,000.00) in exchange for Architect-Engineering Services for the Community Development Block Grant Disaster Recovery (CDBG-DR) Program Infrastructure Projects. 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 one (1) year or until the contract amount is depleted. NMHC has the option to renew for another year with the same price, terms and conditions, and upon satisfactory performance and availability of funding. 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. |
| | | |
| | | |
| | | |
| | | |

2. If the notice to proceed is issued after a date identified in the above-schedule, then the Contractor will invoice the NMHC on the next date identified in the above-schedule. Thereafter, invoices will be issued in accordance with the above-schedule and will continue to be issued until the contract is completed.
3. Payment by NMHC shall be made only upon Contractor's submission of evidence to the Expenditure Authority that the Contractor has delivered the services and has adhered to all contract terms and specifications.
4. If the Contractor fails to invoice NMHC according to the above schedule, then NMHC, at its sole discretion, may refuse to pay the untimely invoice. If NMHC exercises its right to refuse payment under this subsection, neither party will be relieved of its obligation to perform under this contract.

XII. SIGNATURE REQUIREMENTS

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

XIII. ADJUSTMENTS OF TIME FOR PERFORMANCE

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

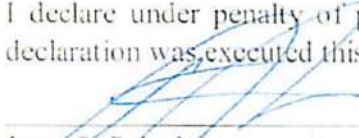
The Contractor may grant the NMHC additional time, as necessary, to complete the payment for the services. A grant of additional time will only be effective if it is placed in writing and signed by an agent of the Contractor.

XIV. SIGNATURES

1. Expenditure Authority

I declare that I have complied with the 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

1/20/22
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.

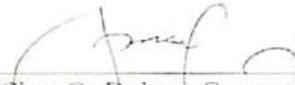

Jacob Muna
Procurement Officer

1/20/22
Date

3. NMHC Fiscal Division

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

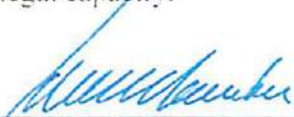
Account: DR - INF - Project
Amount: \$1,000,000.00


Jeffrey Q. Deleon Guerrero
Chief Financial Officer

1/21/22
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

1/25/22
Date

5. NMHC Board of Directors


Merced "Marcie" M. Fomokane
Chairwoman

01/26/22
Date

6. Contractor – GHD Inc.:

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.

Matthew G. Kennedy, P.E.
PRINTED NAME OF SIGNING AUTHORITY

SIGNATURE OF SIGNING AUTHORITY

Principal/Vice President
TITLE
2/11/2022
Date

7. CERTIFICATION OF CONTRACT COMPLETION

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


Jacob Muna
Procurement Officer

2/15/22
Date

XV. END OF CONTRACT DOCUMENT

Procurement Information
(For government purposes only)

Method of Procurement (Check one only)

☒ Competitive Sealed Bids

☒ XX

Competitive Sealed Proposal

- ☐ Small Purchase
- ☐ Sole Source
- ☐ Emergency
- ☐ Expedited

Type of Procurement (Check one only)

☒ XX

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 NMLAC §§ 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 NMLAC §§ 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 NMLAC §§ 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>

REQUEST FOR PROPOSALS (RFP)

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

NMHC RFP 2021-008

BID SUBMISSION DATE & TIME: May 03, 2021, 10:00 a.m.

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

The Request for Proposal and Scope of Work is available on April 01, 2021 at the NMHC website at www.nmhc.gov.net and at www.cnmi-cdbudr.com by clicking on the "Procurement Tab".

Inquiries regarding this RFP must be submitted in writing or email to Mr. Jacob Muna, Office Manager/Procurement Officer at officemanager@nmhc.gov.net or submitted by facsimile to (670)234-9021 no later than 10:00 AM local time on April 23, 2021.

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

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

/s/

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

/s/

Marcie M. Tomokane
Chairwoman
NMHC Board of Directors



NORTHERN MARIANAS HOUSING CORPORATION

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REQUEST FOR PROPOSALS NMHC RFP 2021-008

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

The Northern Marianas Housing Corporation (NMHC) is soliciting sealed proposals from prospective firms to provide Construction Management Services for NMHC's Community Development Block Grant Disaster Recovery (CDBG-DR) Program Infrastructure Projects.

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

The Request for Proposals and Scope of Work is available on April 01, 2021, online at www.nmhc.gov.net by clicking on the "Procurement" tab.

Inquiries regarding this RFP must be submitted in writing or email to Mr. Jacob Muna, Office Manager/Procurement Officer at officemanager@nmhc.gov.net or submitted by facsimile to (670)234-9021, no later than 10:00 AM local time on April 23, 2021.

Selection Criteria:

Proposals shall be evaluated based on the following criteria:

1. Qualification of Firm and/or Personnel (30 Points)
2. Experience in Construction Management (30 Points)
3. Project Approach/Methodology (20 Points)
4. Organization and Capacity (10 Points)
5. Response to RFP (10 Points)

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

Sealed proposals must be marked "NMHC RFP 2021-008". One original 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 **May 03, 2021**. Proposals received after the date and time will not be accepted. Bidders located outside of the CNMI may obtain an additional seven (7) working days for receipt of their bids 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, **May 03, 2021**, and must be transmitted via facsimile to (670)234-9021, or via email to officemanager@nmhc.gov.net. For bidders located outside the CNMI, an original and three (3) copies of sealed bids must be postmarked by the U.S. Postal Service or the official government postal service of a foreign country no later than **May 03, 2021** and must be received at NMHC no later than **May 13, 2021**. Failure to submit the required number of copies may result in the rejection of your proposals.

Bids will be publicly opened and read at the NMHC Central Office, Garapan, Saipan at 10:00 a.m., local time, May 14, 2021. However, if no notice of intent to submit a proposal received from bidders outside the CNMI, bids will be opened at 10:30 a.m., local time on May 03, 2021.

Breach of Ethical Standard

Gratuities. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore. *NMLAC 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. *NMLAC 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. *NMLAC 100-60-730*

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

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

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

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

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



NORTHERN MARIANAS HOUSING CORPORATION

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Request for Proposals

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 Construction Management Services for the 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 proposals.

II. NATURE OF WORK

The primary objective of this RFP is the securing of Construction Management Services for the NMHC's CDBG-DR Program infrastructure projects. The CDBG-DR program has allocated approximately \$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.

The CDBG-DR infrastructure projects may include but are not limited to architectural, civil/structural, mechanical and electrical works. Each project is at varying stages of design and may require Construction Management services from design through construction and project close-out. A detailed scope of work for the Construction Management Services is provided below.

III. LOCATION OF WORK

The CDBG-DR projects are in varying locations on the islands of Saipan, Tinian, and Rota in the Commonwealth of the Northern Mariana Islands.

IV. DETAILED SCOPE OF WORK

A. Design Management

1. The selected firm shall assist the CDBG-DR Office in the coordination and review of the scope of work and basis for design on all task orders assigned to the a/e firms.
2. The selected firm shall conduct progress reviews at the 30%, 60%, and 90% milestones.
3. The selected firm shall assist the CDBG-DR office in the review of all change order(s), if any, payment applications and complete bid documents (PS&E), ready for bid.

B. Pre-Construction Services

1. The selected firm shall review the contract documents to include the plans, specifications, and cost estimate and additional scope of work.
2. The selected firm shall assist the CBDG-DR Office in the bid process, conduct pre-bid meetings, response to Request for Information (RFI) and perform bid analysis for recommendation to award. Bid analysis shall be performed to satisfy the procurement regulation.

C. Construction Management Services

The Selected firm shall be responsible in the management of the construction throughout the duration of the construction phase and shall perform the following but not limited to:

1. The selected firm shall review the construction schedule to be prepared by the contractor, and the selected firm shall keep track of the progress and perform constant evaluation of the schedule.
2. The selected firm shall compare projected schedule versus actual progress, and shall require the contractor for a two week "look ahead" schedule.
3. Manage daily reports, submittals, photos, RFIs, Change Orders, Payment Applications, correspondences to the CBDG-DR office and Design Engineer of Record and Contractor's Payroll Records.
4. Manage the site coordination between contractors, design selected firms, adjacent land owners, neighbors, public concerns and external utilities.
5. Track cost, evaluate estimated versus actual expenditures, and process change orders, if necessary.
6. Process Proposed Modifications including tracking the cost and the estimated versus actual costs.
7. Maintain constant communication with the CBDG-DR Office, PM, project engineer, regulatory agencies, adjacent property owners, external utilities, and the CNMI Government.
8. Prepare and submit a monthly progress report to the CBDG-DR Office with the monthly progress invoice. The monthly report shall include the following at a minimum:
 - a. Summary of the project progress, estimated completion versus actual completion achieved in a month's period.
 - b. Projected works to be accomplished on the following month.
 - c. An updated progress schedule showing percentage completion.
 - d. Existing problems, anticipated problems, anticipated changes or modifications, and proposed corrective actions.
 - e. A tracking mechanism comparing monthly invoice amounts and total expenditures, cumulative physical completion versus contract time.
 - f. Pictures showing progress at the site.
9. Review status of permits for renewals.
10. The selected firm shall review construction permit requirements and assist the contractor in obtaining the necessary permits. The contractor is responsible in obtaining the necessary construction permits.

The Selected firm shall be responsible for the Contract Administration to include the following:

1. Conduct construction progress meetings and coordination meetings for the different work tasks.
2. Coordinate and conduct site progress meetings, work deficiency, and safety meetings with the construction management staff, contractor, design engineers and the CBDG-DR Office and prepare minutes of meetings for distribution.
3. Periodic review of the contractor's contract for compliance with the construction contract requirements such as bonds, insurance, certified payroll, labor compliance, etc.
4. Review contractor's submittals for compliance with the contract documents.
5. Review and respond to the contractor's RFIs and either provide information from contract documents back to the contractor or request Design Engineer for response and to expedite the response within a 2 days turn-around time.
6. Selected firm shall keep the daily logs to make sure that one individual is able to generate a report for the quality assurance report if needed.

7. Review contractor's payment application for recommendation to the CDBG-DR Office.
8. The Selected firm shall communicate with the Contractor regarding acceptable work tasks.

The Selected firm shall manage the Change Order (if any) to include the following:

1. Review and evaluate change order requests and submittals.
2. Coordinate the change order request from the contractor with the CDBG-DR Office.
3. Investigate and inspect the site conditions versus the description in the contract documents.
4. Review of submittals in support (cost proposal), and make recommendations for resolution, of claims and disputes to the CDBG-DR Office.

The Selected firm shall conduct Inspection/Monitoring to include the following:

1. Review and inspect the contractor's work for compliance with the contract documents on a daily basis. Monitoring of corrective actions taken by the contractor needed to fix the work that is not acceptable or in compliance with the contract documents. Keep and update field inspection daily reports on the construction activities and all correspondences with the contractor. Take digital photos of work in progress, document photo location and date, and maintain a photo log. Review contractor's compliance with all regulatory permits and mitigation plans. Selected firm shall make sure that the contractor complies with a healthy and safe workplace and document all notifications of non-compliance. Review contractor's survey layouts relative to the contract documents. The contractor shall hire a CNMI licensed surveyor for all survey works.

The Selected firm shall conduct Closeout of Construction and shall provide services during the Closeout of the project. The Selected firm shall provide the following:

D. Substantial and Final Completion Services to include the following:

1. Conduct site inspection to determine if facilities are complete and in compliance with the contract documents. This should include survey works by a CNMI licensed surveyor to provide quality assurance checks. Preparation and establishment of punch list, inspection of the punch list and the corrective actions.
2. Recommendation to the CDBG-DR Office for release of payments and retention to the contractor.
3. Review of As-Built Drawings

E. Operations and Maintenance (O&M) Manual Submittal and Start-Up Training Coordination with Construction Contractor for Various Works:

1. Selected firm shall coordinate the preparation of the O&M submittal by the contractor and provide final review comments by the Selected firm, Design Engineer and Operator to be incorporated into the final O&M Manual for permit compliance.
2. Selected firm shall coordinate and manage with the Contractor the turnover of the portion of the project to be owned and operated by the Commonwealth Government and provide support during the start up.
3. Selected firm shall coordinate and manage with the contractor and operator to schedule and conduct startup training required by the construction contract and the operations contract.
4. Develop and provide acceptance criteria for the acceptability of the Start-Up Training and confirm acceptance.
5. Coordinate the development of a checklist for periodic maintenance to be performed by the owner/agency

V. INFORMATION AND FORMAT REQUIRED IN THE PROPOSAL

All proposals submitted by prospective firms to the Northern Marianas Housing Corporation Central Office must include all items listed below. Incomplete proposals 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 Construction and Project Management;

- 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 Construction and Project Management or roles of the personnel in the projects. Firm shall include the contact person(s) for all projects;
5. Statement in identifying project management approach;
6. At least three (3) reference letters from previous project owners in the last three (3) years;
7. DUNS Numbers;
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 proposal.

VI. GENERAL AND ADMINISTRATIVE INFORMATION

1. 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.

2. General Provision

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

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

3. Submission Details

Sealed proposals must be marked **"NMHC RFP 2021-008."** One original and three (3) copies of sealed proposals must be submitted to the NMHC Central Office, Garapan, Saipan, MP 96950, no later than **May 03, 2021, 10:00 a.m. local time.** Proposals received after the date and time will not be accepted. Bidders located outside of the CNMI may obtain an additional seven (7) working days for receipt of their bids by submitting a Notice of Intent to Submit Proposals. Notice of Intent to Submit a Proposal must be received by the Procurement Officer no later than 10:00 a.m., local time, May 03, 2021, and must be transmitted via facsimile to (670)234-9021, or via email to officemanager@nmhcgov.net. For bidders located outside the CNMI, an original and three (3) copies of sealed bids must be postmarked by the U.S. Postal Service or the official government postal service of a foreign country no later than May 03, 2021 and must be received at NMHC no later than May 13, 2021. Failure to submit the required number of copies may result in the rejection of your proposals.

Bids will be publicly opened and read at the NMHC Central Office, Garapan, Saipan at 10:00 a.m., local time, May 14, 2021. However, if no notice of intent to submit a proposal received from bidders outside the CNMI, bids will be opened at 10:30 a.m., local time on May 03, 2021.

4. 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 bids for any reason and to waive any defects in said bin, if in its sole opinion, to do so would be in the best interest of NMHC.

5. 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 10:00 AM local time on April 23, 2021.

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

VII. EVALUATION CRITERIA

Proposals received by the submission date and time noted above will be jointly processed on **Enter Time and Date**. After the evaluation process, NMHC plans to select at least three firm(s) whose proposals are most advantageous to NMHC considering the evaluation factors set forth below:

- **Qualification of Firm and/or Personnel (30 Points)**
- **Experience in Construction Management (30 Points)**
- **Project Approach/Methodology (20 Points)**
- **Organization and Capacity (10 Points)**
- **Response to RFP (10 Points)**

VIII. SUCCESSFUL FIRM(S) NOTIFICATION PROCESS

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 RFP will be cancelled and re-advertised.

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

*

PROJECT:

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

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

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

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

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

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

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

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

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

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

Representative:

(Print Name)

(Signature)

Title: _____

Company: _____

NORTHERN MARIANAS HOUSING CORPORATION

CONTRACTOR'S ASSURANCES

(ALL contracts and subcontracts)

1. The Civil Rights and Age Discrimination Acts Assurances:

During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

2. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

- a) The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for Work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c) The Grantee will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d) The Grantee will include these Section 3 clauses in every contract and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that the Grantee or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the Grantee or contractor or subcontractor has

first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the Federal financial assistance provided to the project, binding upon the Grantee, its successors, and assigns. Failure to fulfill these requirements shall subject the Grantee, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

3. State Nondiscrimination Clause:

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.
2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Bidder's/Proposer's Certification and Signature:

The undersigned bidder/proposer certifies that it gives its assurances to comply with the foregoing provisions and its representations are accurate, complete and current.

(Signature)

(Date)

(Typed or Printed Name)

(Title)

(Company Name & Mailing Address)

Telephone: _____

Fax No. _____

Other Contact Nos.: _____

SMALL, MINORITY, WOMEN-OWNED BUSINESS CONCERN REPRESENTATION

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

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

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

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

(check the block applicable to you)

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

Bidder's/Proposer's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name & Mailing Address)

Telephone: _____

Fax No.: _____

NON-COLLUSION AFFIDAVIT

Project:

Commonwealth of the Northern Mariana Islands

**NORTHERN MARIANAS HOUSING CORPORATION
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS**

SAIPAN, MARIANA ISLANDS

)
)
) ss
)

_____ 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 _____ 20____.