### ADDENDUM NO. 1

#### 08/05/24

### Public School System (PSS) William S. Reyes (WSR) Elementary School Rehabilitation **Project**

NMHC	IFB	2024-012	

- 1. General: The following revisions, additions, corrections, and/or clarifications to the specifications 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 bid to rejection on the affected item(s)/services(s).
- 2. Prebid Meeting Minutes: Please see Exhibit A
- 3. Bid Information: Please see Exhibit B
  - -Typo error on the bid submission label: NMHC IFB 2024-011 changed to NMHC IFB 2024-012
- 4. Instruction to Bidders: Please see Exhibit C
  - -Typo error on the Instructions To Bidder: Changed PSS MHS Rehabilitation Specifications and Plans to PSS WSR Rehabilitation Specifications and Plans

(Note: acknowledgement of addendums must be indicated in the bid proposal form.)

All other requirements of the Invitation For Bids (IFB) shall remain as stated

Jesse S. Palacios **Corporate Director** 



### NORTHERN MARIANAS HOUSING CORPORATION

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

Email: nmhc@nmhc.gov.mp Website: http://www.nmhcgov.net

Tels: (670) 234-6866 234-7670 Fax: (670) 234-9021

### Public School System (PSS) William S. Reyes (WSR) Elementary School Rehabilitation Project NMHC IFB 2024-012

Mandatory Pre-Bid Conference July 29, 2024, 10:00 a.m. NMHC Central Office Conference Room, Garapan, Saipan

- 1. Attendance & Sign-In requirements:
  - \*\*Please attached sign-in sheet (to include mandatory site visit)\*\*
- 2. Introduction:
  - a. NMHC Key Staff
    - 1. Ms. Zenie P. Mafnas, Deputy Corporate Director
    - 2. Mr. Wilfred Villagomez, CDBG-DR Project Supervisor
    - 3. Mr. Chris D. Pangelinan, CDBG-DR Staff Engineer
    - 4. Mr. Derol Tudela, CDBG-DR Inspector
    - 5. Mr. Micheal Fields, CDBG-DR Inspector
  - b. CM-PEGS
    - 1. Mr. Denn Manglona
    - 2. Mr. Marlon Manalo
    - 3. Ms. Jobelle Soriano
  - c. Implementing Partner- PSS
    - 1. Ms. Heather Stole, PSS
- 3. Project Information
  - a. Scope of Work:
- 4. Request for Information (RFI)
  - a. ALL Request for Information (RFIs) shall be submitted in writing via email to <u>officemanager@nmhcgov.net</u> on or before August 14, 2024, no later than 4:00 p.m. Please note: All technical questions will be forwarded to CDBG-DR Project Division, CM & the Implementing Partner. Also depending on the complexity of the IFB, responses to the questions maybe three to five business days.
- 5. Bid Specifics:



- a. Bidding Procedures shall be in compliance with Northern Marianas Housing Corporation NMIAC 100-60 Procurement Regulations.
- b. Contractors are required to provide bid security of at least 15% of the bid amount. Acceptable bid security is the following: bid bond, cash, certified check, cashier's check or other forms acceptable to NMHC. (Bid bond by a certified company recommended).

c.

### 6. Time of Completion:

- a. Project Duration: 320-calendar days
- b. Failure to complete the work within the time specified, liquidated damages will be assessed in the amount of One Thousand Dollars (\$1,000.00) for each and every day the work is delayed beyond the established completion date.

### 7. Submission of bids:

- a. Sealed bids must be marked NMHC IFB 2024-012. For Bidders within the CNMI, an original, three (3) copies of sealed bids and one (1) USB flash drive must be submitted to the NMHC Central Office, Garapan, Saipan MP 96950, no later than 10:00 a.m. August 29, 2024. Bids received after the date and time will not be accepted
- b. Bidders located outside the CNMI may obtain an additional seven (7) working days for receipt of their bids by submitting a **Notice of Intent to Bid.** Notice of Intent Bid must be received by the Procurement Officer no later than **2:00 p.m. local time**, **August 29, 2024** and must be transmitted via facsimile to (670) 234-9021, or via email to officemanager@nmhcgov.net.
- c. For bidders outside the CNMI, one (1) original, three (3) copies and one (1) USB Flash Drive sealed bids must be postmarked by the U.S. Postal Services or the official government postal service of a foreign country no later than August 29, 2024, and must be received at NMHC no later than September 09, 2024. Note that failure to submit the required number of copies & flash drive may be cause for rejection of a bid.

#### 8. Bid Documents:

- a. All forms in the packet must be filled-out and submitted in the order shown on the instruction to bidders.
- Unique Entity Identifier (UEI): The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by SAM.gov
  - On April 4, 2022, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov).
  - The General Services Administration (GSA), a federal agency, is required by the Federal Acquisition Regulation (FAR) to compile and maintain a list of parties debarred, suspended, or disqualified by federal agencies.
    - a. As part of this transition, the DUNS Number has been removed from SAM.gov.
    - b. Entity registration, searching, and data entry in SAM.gov now require use of the new Unique Entity ID.
    - c. Contractors, as well as recipients of federal financial assistance, are required to register in the System for Award Management (SAM). This applies to the Community Development Block Grant Disaster Recovery (CDBG-DR)



program, which requires that grantees, sub-recipients, subgrantees, contractors, and units of local governments register in SAM.

### 10. Contractors shall abide by the Davis Bacon Act.

- a. Davis-Bacon and HUD-determined maintenance and nonroutine maintenance prevailing wage rate determinations which apply to ALL MANPOWER employed by Contractor and Subcontractor working on CDBG projects as administered by NMHC. These labor standards provisions provide payroll, record keeping, and prevailing wage rate requirements which are monitored throughout the duration of the project.
- b. Employees shall be paid ON A WEEKLY BASIS

### 11. Section 3 requirements:

- a. Section 3 contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible and consistent with existing Federal, state, and local laws and regulations, directed toward low- and very low-income persons. Section 3 applies to training or employment arising in connection with HUD-funded housing rehabilitation, housing construction, or other public construction projects, and any contracting opportunities arising in connection with both public housing and other Section 3 projects. These opportunities are, to the greatest extent feasible, required to be given to low- and very low-income persons and business concerns that provide economic opportunities to low- or very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.
- b. For any new jobs, the contractor is advised to hire people whom are Low-moderate income and/or receiving public assistance such as Food Stamp or Public Housing Assistance.

### 12. Federal Labor Standard Act

a. Labor Standard Provision for Wage Rate Determination as noted in the Department of Labor General Decision. Bidders are advised that all wage rate for employees performing work, labor and services on this project shall be paid the minimum wage rate of \$7.25 per hour which took effect on September 30, 2018, as established by Federal Law, or the U.S. Department of Labor General Decision No. CM20240002, whichever is greater.

### 13. Minority and or Women's Business Enterprises (MBE?WBE)

The successful bidder will also be required to affirmatively ensure that, in any contract entered into pursuant to CDBG-DR projects, Minority and /or Women's Business enterprises.

### 14. Liability to third persons; Indemnification; Insurances

- a. The Contractor shall be liable for the torts and wrongful acts of its employees and staff members, and shall carry insurance necessary for the protection of its employees and staff members during the life of the Contract, and shall indemnify and hold harmless the NMHC from any and all claims, demands, suits, and causes of action whatsoever involving third parties arising out of or connected with the negligent performance of the Contract.
- b. The Contractor and his subcontractors shall procure and thereafter maintain workmen's compensation, general liability, builder's risk, and comprehensive automobile liability (bodily damage) insurance, with respect to performance under the Contract; provided, that the Contractor may, with approval of the Corporate Director, maintain a self-insurance program. All insurance required pursuant to the provisions of this paragraph shall be in such form, in



such amounts, and for such periods of time, as the Corporate Director may, from time to time, require or approve, and with insurers approved by the Corporate Director.

- c. Workmen's Compensation Insurance: The Contractor's employees engaged in any work under the Contract shall be afforded the same coverage as that which is extended to the employees of the NMHC.
- d. Comprehensive General Liability Insurance: Coverage shall have the following minimum amounts: Personal injury, \$100,000.00 each person, and \$300,000.00 each occurrence; Property damage, \$50,000.00 each occurrence, and \$100,000.00 aggregate.
- e. Builder's Risk (fire and extended coverage): The Contractor shall carry Builder's Risk (fire and extended coverage) Insurance on all work in place and materials stored at the work site, including foundations and building equipment. The Builder's Risk Insurance shall be for the benefit of the Contractor and the NMHC as their interests may appear and each shall be named in the policy or policies as an assured. Builder's Risk insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the super structure is started and it need not be carried on landscape work. Policies shall be in effect at all times for the full cash value of all completed construction work, as well as materials in place and stored at the site, whether or not partial payment has been made by the NMHC. The Contractor may terminate this insurance on building(s) taken over for occupancy by the Commonwealth of the Northern Mariana Islands as of the date said building(s) is accepted.
- f. Comprehensive Automobile Liability Insurance: Coverage of this insurance for all owned, non-owned and hired vehicles shall have the following minimum amounts: Personal injury, \$100,000.00 each person, and \$300,000.00 each occurrence; Property damage, \$50,000.00.
- g. The comprehensive general and automobile liability policies shall contain a provision worded as follows:
  - "The insurance company waives any right of subrogation against the NMHC which may arise by reason of any payment under this policy".
- h. Prior to commencement of work under the Contract, the Contractor shall furnish to the Corporate Director a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the NMHC in such insurance shall not be effective until 30 days after the Corporate Director has received written notice from the insurer, as evidenced by return receipt of registered or certified letter.

### 15. Performance of Work by Contractor

a. The Contractor shall perform on the site and with his own organization, work equivalent to at least fifty-one percent (51%) of the total amount of work to be performed under the contract. If, during the progress of the work hereunder, the Contractor requests a reduction in such percentage and the Corporate Director determines that it would be to the advantage of the NMHC, the percentage of the work required to be performed by the Contractor may be reduced with the written approval of the Corporate Director.

### 16. Subcontractors

- a. Nothing contained in this contract shall be construed as creating any contractual relationship between any subcontractor and the NMHC. The divisions or sections of the specifications
- b. are not intended to direct the Contractor in dividing the work among subcontractors, or to limit the work performed by any trade.
- c. Within ten (10) days after award of any subcontract by either the Contractor or any of his



- subcontractors, the Contractor shall deliver to the Corporate Director a statement setting forth the name and address of the subcontractor and a summary description of the work subcontracted.
- d. The Contractor shall be responsible to the NMHC for acts and omissions of his own employees and of subcontractors and their employees. He shall also be responsible for the coordination of the work of the trades, subcontractors, and suppliers.
- The NMHC will not undertake to settle any differences between or among the contractor, subcontractors, and suppliers.
- f. Should the contractor need subcontractor during the life of the project they must submit notify the Corporate Director

   Use the Notification of New-Sub-contractor (Required)

### 17. Breach of Ethical Standard

- a. NMIAC § 100-60-725 (a) Gratuities and Kickbacks
  - ➤ 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 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 purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or any other advisory capacity in any proceeding or application, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
  - 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.
- b. NMIAC 100-60-730 Prohibition Against Contingent Fees
  - 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 NMHC 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
  - 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.
  - 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.

18. Permits



a. Prime Contractor shall be responsible for obtaining ALL permits for this project.

### 19. Performance Bond & Payment Bond

a. IF awarded the contractor is required to obtain 100% Performance Bond & 100% Payment Bond prior to issuance of a Notice to Proceed by NMHC.

### 20. Warranty

a. Contractor shall provide warranty pursuant to the specifications on the bid packet.

### 21. Additional forms during the life of the project

- a. Certified Payroll Form: Wage & Hour Division -WH347 (Required)
- b. Section 3 Monthly Compliance Report (Required)

### 22. Build America Buy America (BABA)

a. NMHC was given a waiver

### 23. Mandatory On-Site-Inspection

- a. Mandatory On-Insite Inspection Sign-In Sheet
  - 1) To meet at the project site in 20 minutes.

### 24. Additional Information:

- a. Most likely rehabilitation work will happen during the instructional sessions. Selected bidder shall coordinate rehabilitation work schedule with the PSS WSR Management.
- b. Contractor employees assigned to the project site will need to be pre-approved. Contractor shall submit the list of employees to the WSR Management for review and approval.
- c. Selected bidder shall provide the project schedule and update periodically during construction. PSS May have other ongoing projects at the school during the course of this project, and coordination will be essential.
- d. Contractor employees are not allowed to smoke on the premises.

25. Adjournment

a. Time adjourned: 10:25 a.m.

Reported by

Jacob Muna, Office Manager/Procurement Officer



NMHC IFB 2024-012 PSS WSR School Rehabilitation Project Pre-bid Meeting 07/29/24: 10:00 a.m.

NMHC Conference Room, Garapan

Name:	Company/Agency:	Contact No.:	Email Address:
ABITO DUANG	J4J COMPANY	670 287 3612	pacoop@itecnmi.com
Emerson Gaw	fory ye	588-8209	eyawe hy constr. com
Mon Santos	SUCCESS INTÍ GRA	322-1558 2876857	successfulmaj 2010@gmail.com
RIZZA GUEVARKA	HBR INTERCUATIONAL INC	. 235-3637	hbrsaipau@yahoo.com
Michael Jay Madali	Konstituet Corp.	585-3136	michael madali@konstructrugacon
Rich Ansay	Konstrut Corp.	6711797-6012	r.ansay.bdo@gmail.com
DING LAGAP	HYC	286-8209	Alacaf@hycontr.com
RENATU ABARQUEZ	GPPC.Inc	670-989-3397	renatua@appeinc.com
AMRON BALGOS	GPPC INC.	670-285 6294	aavonb Dappinc. com
DIOSDADO CABULAY	HERINIL.INC.	600 2016 7437	hbrgaiparte Juhro one
FRANKIE ROBRIGUES	MB TECH	989-2377	Franksirod@yahoo.com

NMHC IFB 2024-012
PSS WSR School Rehabilitation Project
Pre-bid Meeting
07/29/24: 10:00 a.m.
NMHC Conference Room, Garapan

Name:	Company/Agency:	Contact No.:	Email Address:
MICK OCOP	RMIC	785-1723	rmicsapana quail con
LASTER MACEDA	CFPJ CORP.	267 - 6331	macedajasper311@gmail.com
FERNANDO MACIDA	CFRI GORP.	287-1941	Cfp1corp. 2014 @ Yahar-corn
JAYROUD VILLACRUSIS	RNV CONST.	(670) 285 - 9618	jayrold @ rovcontruction - con
RANDY MISLANG	UMI - CORE TELL INT.	789-2007	rmislang@unitadingmtint.net
MARCOS ALVAROR	ITS CONP.	(Ce70) 235-6511	info cits corporation. h
Charmaine Jon Noguelaia	3K Corp	(670) 235-2222	pk3kcorpa yahor com
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Wilfred Villdyonez	MAHC	233-9447	project supervisor Que hagov. no }
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NMHC IFB 2024-012
PSS WSR School Rehabilitation Project
Pre-bid Meeting
07/29/24: 10:00 a.m.
NMHC Conference Room, Garapan

Name:	Company/Agency:	Contact No.:	Email Address:
Mike Fizlds	NM HCOBGOC	233 1447	drins Pertox 1 @ nuchegov. Net
DENN MANGLONA	PEGS	233-7770	dmandona @pegsmp. con
marton Manalo	PEGS	2876477	mpmanato@pegsmp.com
JOBELLE SORYAND	PEGS	783 - 0382	Jsoriano@pegsmp. wm
			4

NMHC IFB 2024-012 PSS WSR School Rehabilitation Project Site Visit 07/29/24: 10:00 a.m.

Name:	Company/Agency:	Contact No.:	Email Address:
REVATO ABARQUEZ	GPPG, Inc	670-989-3397	renatoa@appcinc.com
Rich Ansay	Konstruct Corp.	671 797 6102	ransay bdb a gmail. con,
Michael Madali	Konstruct Corp.	676 235 3027	michael madal: A Konstruct
DING HAP	Hong YE GONCY -	678.286-8209	dozapetrycondriem
Emerson 666	Hong ye	670 588-8209	egan@hyconstr. com
M. Sields	NUTCEDBG DL	233 9447	Is inspected enunegoune
Chris M. Pangelinan	<b>(</b> 1	t'	cd pangelinanenmhogor net
DEROL TUDERA	>>	1,	LY INSPECTOR 4 DHIMHC
DENN MANGLOVA	PEGS	233-7770	duranglana a pegsing con
JOBELLE SOCIANO	PEGS		isdriano & pegsmp.com
Marlon P. Manalo	TEGS	187 (A 77	mpmonolo@ de con pcon

NMHC IFB 2024-012 PSS WSR School Rehabilitation Project Site Visit 07/29/24: 10:00 a.m.

Name:	Company/Agency:	Contact No.:	Email Address:
TITE SABLAN	RMIC	287 - 4880	pricearpanegrail.
HICK OCOP	(1	785-1723	ranicecipa nægnailen
M. ALVAPEZ	ITS CORP.	(670) 235-6511	info@ils corporation, net
FRANKIE RODRIGUEZ	MB T=CH	989-2377	Franksirod Oyah co. com
RANDY MISLANG	UMI - CTI	784-0007	ranislang@uniletmantint met
RIZZA GHEVARRA	HBR International In	5. 235-34-37	Hor signainan@yaho.com
gosdado Cabulay	, (	1(	4
FEETHAMIN MYCING	CFPU GORP.	287-144/	Cfplapp. 20 Kg & Jahoo . Ony
MON SANTOS	Shocks /NT'L	2876857	successful mg 20100 gnail com
JAPROUD VILLACIANS	RHU CONST.	(6+0) 285-9618	jayrold Crnrconstruction can
Abito Duano Ir	J&J COMPANY	670 287 3612	pacoop@itecnmi-com

NMHC IFB 2024-012 PSS WSR School Rehabilitation Project Site Visit 07/29/24: 10:00 a.m.

Name:	Company/Agency:	Contact No.:	Email Address:
Wilfred Villagouer	MUHC	233-9447	projectsupervisor@um hrgainet
		:*:	
316-YY			



### NORTHERN MARIANAS HOUSING CORPORATION

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

Email: nmhc@nmhc.gov.mp
Website: http://www.nmhcgov.net

### INVITATION FOR BIDS (IFB)

(This ad is paid by NMHC with HUD Funds)

### NMHC IFB 2024-012

# PUBLIC SCHOOL SYSTEM (PSS) WILLIAM S. REYES (WSR) ELEMENTARY SCHOOL REHABILITATION PROJECT

The Northern Marianas Housing Corporation (NMHC) is soliciting competitive sealed bids from qualified firms for the PSS WSR Elementary School Rehabilitation Project.

The WSR Elementary School Rehabilitation Project is located in Chalan Kanoa, Saipan.

The work consists of furnishing all labor, tools, equipment, and materials for the construction of the WSR Elementary School Rehabilitation Project, Saipan, CNMI. The work includes, but is not limited to:

Mobilization and Demobilization.

Building B- Structural repair of concrete roof slab surface, soffit, and parapet, including repair of cracks and spalling, repair of reinforcing steel, topping on ponding areas on top of the roof slab, clearing and removal of dirt, and molds, and stains on roof slab surface; removal and installation of new 12"x12" Vinyl composite tiles including surface preparation, floor leveling, and baseboard (4" high painted) at Room B1 and B5; removal and installation of new ceiling light fixtures, outlets and switches, including replacement of wiring conduits and circuit breakers and connection to the main panel; and application of ceiling paint including surface preparation for Owner/s color selection, complete.

Building D- Remove and install new GA22 Butler (Rib) Type Roofing Sheets including gable roof edge metal flashing, fascia, and 12" ridge cap; 2'x2' acoustic ceiling system including frames, hangers, and other accessories; installation of new smoke detectors, complete in place.

Building E: Library & Office- Remove and install new GA 22; Butler (Rib) Type roofing sheet at Building E, including ridge cap, rafters, fascia, and 12" ridge cap; new tongue and groove wood decking boards at perimeter roof soffit (roof eaves); 2'x2' acoustic ceiling system including frames, hangers and other accessories; 5/8" thick fiber cement board suspended ceiling system; LED ceiling mounted lighting fixtures; and new rough-ins, wiring, conduits, and accessories for Fire Alarm and electrical work affected by roof replacement, complete in place.

Building F- Remove and install new duplex outlets/receptables, switches including replacement of wirings, conduits, fittings, junction boxes, circuits, and connection to the main panel; and new emergency exit light fixtures including support and hangers as needed, complete.

Building G- Remove and install new aluminum tubular guards/ railings at the 2<sup>nd</sup>-floor walkway, complete. (To match existing).

Building I- Remove and install new Butler (Rib) Type Roofing sheet materials, GA22 including fascia, 24" ridge cap, etc., and installation of solar panel base support, (Steel truss and purlins are to remain if in good condition or be replaced if damaged); 5" roof gutter system with 3"x4" aluminum downspout and concrete splash block; 5/8" thick cement fiber siding at perimeter soffit (roof eaves) and 5/8" thick gypsum board ceiling mounted on metal ceiling framing with painting, aluminum exterior doors with vision lite with door hardware and accessories, Aluminum frame sliding glass panel windows, accordion-type typhoon (hurricane) shutters, 12"x12" vinyl composite tiles, and application of paint for exterior side walls and interior walls.

Building I Covered Walkway-Replace covered walkway with steel framing and GA22, Butler (Rib) Type metal roofing with 5" GA22 aluminum gutter with 3: diameter PVC downspout and concrete splash block, including new columns/support and walkway extensions, complete-in-place.

Campus-Wide Free-Standing Walkways- Demolish and construct new walkway canopies with concrete footings, columns, beams, and galvanized hollow steel truss with GA22, 6G Butler (Rib) Type roofing sheets including flashing, fascia, ridge cap, 6" pre-painted seamless gutter with 3" diameter PVC downspout and concrete splash block and other accessories, complete-in-place.

Campus Wide Perimeter Chain Link Fence and Gates-Remove and install new 4-foot an défoot high chain link fence including post, top rail, horizontal brace, fabric, and all other accessories; 3 units of 12 ft wide vehicular gates at 6ft. high; 2 units of 12 ft. wide vehicular gates at 4 ft. high; 5 units of 3 ft. wide pedestrian gate at 6 ft. high, complete.

Maintenance Building- Remove and install new roofing sheets, wood frames/rafters, battens, stiffens/unities, flashing, fascia boards, and other accessories and new GA22, 6-G Rib-type roofing sheet and battens (purlins) at Gable Roof; existing rafters/truss to remain), complete in place.

Recreational Facilities- Remove and replace the aluminum 3-row bench with 15-foot long bleachers, complete in place.

Pump Room- Demolition of existing pump room and construction of new concrete slab and beam; CMU wall; and steel rafters and purlins with GA22 Butler (Rib) Type Roofing sheets; plastering and painting of CMU wall on both sides; installation of Aluminum Doors with louver including hardware and accessories; lighting Fixtures, switches, outlets, breakers, and wiring and connection to nearest panel board; and new Water tank and pump and its appurtenances, complete.

#### ADDITIVE:

Building B: Supply and application of roof (silicone) coating including repair of cracks roof slab cracks and surface preparation and semi-gloss latex paint for interior walls as specified on the construction drawing including surface preparation before application, complete-in-place

Building F: Remove and install new GA22: Rib type roofing sheet, including ridge cap, rafters, fascia, and provision for base of solar panel installation on new roof; new ½" thick cement board to the roof overhang (eaves); 6"- Gage 22; Pre-painted aluminum seamless gutter with 3"x4" rectangular aluminum downspout and concrete splash block; 12"x12" Vinyl Composite Tiles including preparation of the exposed floor slab surfaces and placing of high-strength self-leveling grout; 2'x2' acoustic ceiling tiles system including frames, hangers, and other accessories; 6-inch thick double wall using 5/8" thick fire-rated gypsum board including

metal studs and fiberglass batt insulation; ceiling mounted light fixtures including support and hangers as needed; aluminum doors with sight glass and frames with transom including hardware's (locket, steel plate, closer, kick down and wall door stopper, aluminum threshold, and accessories; and interior paint including surface preparation to receive paint and wall base paint, complete in place.

Canteen Building: Demolish the slab on grade and footings and construct the New Canteen Building as per drawings including concrete footings, slab, columns, beams, concrete counter, roof slab, and CMU walls including plastering, painting, and electrical works within the existing footprint, complete in place.

The project completion timeframe is three hundred twenty (320) calendar days. Liquidated damages of \$1,000.00 will be assessed for each calendar the project is not completed.

The Project Package will be available beginning **July 15, 2024,** at the NMHC Central Office in Garapan, Saipan, during regular working hours (7:30 a.m. to 4:30 p.m.) Monday thru Friday except CNMI holidays. A non-refundable payment of **One Hundred Dollars (\$100.00)** is required for each set of the project package. Payment must be made payable to NMHC and receipt of payment must be presented when obtaining the project package at the reception counter.

A Mandatory Pre-Bid Conference will be held at the NMHC Central Office in Garapan, Saipan on **July 29**, **2024**, **10:00** a.m. In addition, a Mandatory site Visit/Inspection of the project site will be conducted immediately after the Pre-Bid Conference. Failure to attend both the Mandatory Pre-bid conference and the Mandatory site Visit/Inspection will be considered a non-responsive bidder.

For more information regarding bid submission, please refer to the instructions to bidders.

This project is funded by the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant-Disaster Recovery (CDBG-DR) program. Potential bidders are required to have an active Unique Entity Identification (UEI) registered with SAM.GOV.

Sealed bids must be marked NMHC IFB 2024-011 012. For Bidders within the CNMI, an original, three (3) copies of sealed bids and one (1) USB flash drive must be submitted to the NMHC Central Office, Garapan, Saipan MP 96950, no later than 10:00 a.m. August 29, 2024. Bids received after the date and time will not be accepted. Bidders located outside the CNMI may obtain an additional seven (7) working days for receipt of their bids by submitting a Notice of Intent to Bid. Notice of Intent to Bid must be received by the Procurement Officer no later than 10:00 a.m. local time, August 29, 2024, and must be transmitted via facsimile to (670) 234-9021, or via email to officemanager@nmhcgov.net. For bidders outside the CNMI, an original, three (3) copies and one (1) USB Flash Drive of sealed bids must be postmarked by the U.S. Postal Services or the official government postal service of a foreign country no later than August 29, 2024, and must be received at NMHC no later than September 09, 2024. Note that failure to submit the required number of copies may be cause for rejection of a bid.

Bids will be publicly opened and read at the NMHC Central Office, Garapan, Saipan at 10:30 a.m. local August 29, 2024. However, if notice of intent to bid is received from bidders outside the CNMI, bids will be opened at 2:00 p.m. local time on September 10, 2024.

Bid Security: Bids shall be accompanied by a bid guarantee of not less than fifteen percent (15%) of the amount of the bid which maybe a Bid Bond (form enclosed) in cash, by certified check, cashiers' check or other form acceptable to NMHC.

Bidding Procedures shall be in compliance with the NMHC Procurement Regulations (NMIAC § 100-60)

Breach of Ethical Standard

NMIAC § 100-60-725 (a) Gratuities and Kickbacks

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 former 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 purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or any other advisory capacity in any proceeding or application, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.

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 100-60-730 Prohibition Against Contingent Fees

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 NMHC 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.

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.

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 NMHC.

/s/ Jesse S. Palacios Corporate Director /s/
Merced "Marcie" M. Tomokane
Chairwoman, NMHC Board of Directors

# PUBLIC SCHOOL SYSTEM (PSS) WILLIAM S. REYES (WSR) ELEMENTARY SCHOOL REHABILITATION PROJECT

### **INSTRUCTIONS TO BIDDERS**

### 1. BID INFORMATION:

- A. Bid submission: August 29, 2024, no later than 10:00 a.m. Bids received after 10:00 a.m. will not be accepted. Bids will be publicly opened at 10:30 a.m. However, if NMHC receives a "Notice of Intent to Bid" on August 29, 2024, at 10 a.m. all bids will be publicly opened on September 10, 2024, at 2:00 p.m.
- B. One (1) original, three (3) copies, and, one (1) USB flash drive of bids shall be submitted on the forms furnished by the NMHC, and shall be sealed and addressed to the Mr. Jacob Muna, Office Manage/Procurement Officer, and Mr. Nobert I. Pangelinan CDBG-DR Procurement Officer Garapan, P. O. Box 500514, Saipan, MP 96950
- C. Attention is called to the fact that bidders not only offer to assume the obligations and liabilities imposed upon the Contractor in the form of the contract but expressly make certain of the representations and warranties made therein. No effort is made to emphasize any particular provision of the project documents, but bidders must familiarize themselves with every provision and its effect.

### 2. TIME OF COMPLETION:

- A. The Contractor shall complete the work no later than <u>Three Hundred Twenty (320)</u> <u>calendar days</u> after the established Notice to Proceed date.
- B. Failure to complete the work within the time specified, liquidated damages will be assessed in the amount of **One Thousand Dollars (\$1,000.00)** for each and every day the work is delayed beyond the established completion date.

### 3. SCOPE OF WORK:

Please see bid packet for the scope of work.

### 4. PREPARATION OF BIDS:

A. The bidder must submit their bid/proposal on the forms furnished by NMHC All blank spaces on the bid proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given, and the bidder must state the prices (both written in ink or typewritten) in words and numerals for which he proposes to do each item of the work contemplated or furnish each item of the materials required. In case of conflict between words and numerals, the words, unless obviously incorrect, will govern.

- B. The bidder shall sign their bid/proposal in the blank space provided therefore, if this bid/proposal is made by a partnership or corporation, the name and address of the partnership or corporation shall be shown, together with the names and addresses of the partners or officers. If the bid/proposal is made by a partnership, it shall be signed by one of the partners; if made by a corporation, it shall be signed by one of the officers thereof.
- C. This bid/proposal packet contain the following documents:
  - 1. Acknowledgement of receipt of bidding documents (This Form)
  - 2. Instruction to Bidders
  - 3. Bid Proposal
  - 4. Bid Form
  - 5. PSS MHS WSR Rehabilitation Specifications and Plans
  - 6. Bid Bond Form
  - 7. Bid Schedule
  - 8. Instruction to provide your CNMI Business License (clear copy)
  - 9. Contractor's Assurances Form
  - 10. Non-Collusion Affidavit Form
  - 11. Statement of Bidder's Qualification Form
  - 12. Certification of Non-Segregated Facilities Form
  - 13. Certification of Bidder regarding FLSA & Davis-Bacon Act Form
  - 14. Contractors Statement Form
  - 15. Certification Regarding Drug-Free Workplace Requirements Form
  - 16. Equal Employment Opportunity Certification Form
  - 17. Small Minority Women-Owned Business Concern Representation Form
  - 18. NMHC Conflict of Interest Form
  - 19. NMHC Debarment Form
  - 20. Special Condition Project Sign Acknowledgment Form
  - 21. Provide List of Project References
  - 22. List of Equipment & Tools
  - 23. Current Employee Listing & List of Licensed Professionals
  - 24. Submittal Registry Log Template from Bidder
  - 25. List of Subcontractors (if any) Form
  - 26. List of Vendors (if any) Form
  - 27. Section 3 Business Plan/Business Certification
  - 28. Draft Contract Template with Exhibits A and B
  - 29. Payment and Performance Bond Forms
  - 30. Notification and Request for Approval New Sub-Contractor Forms
  - 31. Section 3 Information
  - 32. Section 3 Worker Self-Certification Forms
  - 33. Section 3 Worker Certification Employer Certification and Project Information Form
  - 34. Request for Information (RFI) Template Form
  - 35. Davis Bacon Labor Standards- Contractor's Guide
  - 36. General Decision Information

37. Posters (Employee Rights under Fair Labor Standards Act; Equal Employment Opportunity; Employee Rights under the Davis-Bacon Act; Section 3 Posted Notice to Project Residents.

### 5. BID SUBMISSION DOCUMENT REQUIREMENTS:

- 1) Signed acknowledgement of Instruction to Bidders
- 2) Bid Proposal Form
- 3) Bid Form
- 4) Bid Schedule
- 5) Bid Bond- Ensure to completely fill-out the information on the form
- 6) CNMI Business License (clear copy)
- 7) Contractor's Assurances form
- 8) Non-Collusion Affidavit form
- 9) Statement of Bidder's Qualification form
- 10) Certification of Non-Segregated Facilities form
- 11) Certification of Bidder Regarding FLSA & Davis Bacon Act form
- 12) Contractors Statement form
- 13) Certification Regarding Drug-Free Workplace Requirements form
- 14) Equal Employment Opportunity Certification form
- 15) Small Minority Women-Owned Business Concern Representation form
- 16) NMHC Conflict of Interest form
- 17) NMHC Debarment form
- 18) Special Condition Project Sign Acknowledgement form
- 19) List of Project References form
- 20) List of Tools & Equipment form
- 21) Current Employee Listing (to include valid permits & identification) & List of Licensed Professionals
- 22) Submittal Registry Log Template from Bidder form
- 23) List of Subcontractors (if any) form
- 24) List of Vendors (if any) form
- 25) Section 3 Business Plan & Business Certification

# 26) Bidders are required to submit the following documents in a separate sealed envelope:

### (Please write on the sealed envelope "CONFIDENTIAL".)

- a. Provide at least 3-performance evaluation reports from your previous clients;
- b. Letter of Recommendation from your previous clients;
- c. On-going and Completed Projects in the last 3-years with contract price;
- d. Provide Original Certificate of Good Standing from the CNMI Department of Labor (latest);
- e. Provide latest Original Tax Clearance from the CNMI Department of Revenue and Taxation
- f. Company Profile

- g. Workers Compensation Insurance to include Workers Compensation Insurance Policy from the insurer.
- h. Provide last 3-months BGRT and Employer withholding Tax filings
- i. 3-Months Bank Statements (latest bank statement within 3-months); and
- j. Financial Statements from Calendar Year 2022 & 2023

(Note: NMHC will be requesting for additional documents from the selected responsive bidder.)

### 6. BID GUARANTEE:

- A. All bids exceeding \$25,000.00 shall be accompanied by a bid guarantee of not less than fifteen percent (15%) of the amount of the bid, which may be a bid bond (form enclosed), in cash, by certified check, cashiers' check or other forms acceptable to NMHC.
  - (1) the bidder shall not withdraw his bid for a period of ninety (90) days after the scheduled closing time for the receipt of bids;
  - (2) if a bid is accepted, the bidder will enter into a formal contract with the NMHC in accordance with the contract for construction included as part of the contract documents; and
- (3) the required Performance Bond and labor/materials Payment Bond will be submitted upon execution of the contract.
- B. In the event of the withdrawal of said bid within the said period, the bidder shall be liable to the NMHC for the full amount of the bid guarantee as representing the damage to the NMHC on account of the default of the bidder in any particular case hereof. The bid guarantee shall be returned to bidders after NMIHC and the accepted bidder have executed the contract and the NMHC has approved the executed Performance and Payment Bonds.
- C. A surety company shall hold a Certificate of Authority from the United States Secretary of the Treasury as an acceptable surety or other surety acceptable to the Attorney General. Checks or money orders submitted as a bid guarantee shall be made payable to the Northern Marianas Housing Corporation, P. O. Box 500514, Saipan, MP 96950.

#### 7. NON-COLLUSION AFFIDAVIT:

A. Each person submitting a bid for any portion of the work covered by the bid documents shall execute an affidavit, on the form provided with the bid package, to the effect that he has not colluded with any other person, firm, or corporation regarding any bid submitted. Such affidavit shall be attached to the bid.

### 8. RIGHT TO ACCEPT AND REJECT BIDS:

A. The NMHC reserves the unqualified right, in its sole and absolute discretion, to reject any and all bids, or to accept that bid or combination of bids, if any, which in its sole and absolute

judgment will under all circumstances best serve the NMHC 's interests. In the event that the successful bidder fails to execute the contract upon his part or furnish satisfactory surety upon the bond, the NMHC, after declaring forfeited the security deposit of such bidder, reserves the option to accept the bid of any other bidder within ten (10) days from such effect as to such bidder as though he were originally a successful bidder.

### 9. CONTRACT SECURITY:

A. The successful bidder shall be required to furnish 100% of the price specified in the contract for Performance Bond and labor/materials Payment Bond. The Payment and Performance bonding company offered by the Contractor must be able to demonstrate that it possesses unencumbered assets in an amount equal to or greater than the amount required to be bonded. The bonding company must hold a Certificate of Authority from the CNMI Insurance Commissioner to do business in the CNMI. (Pursuant to NMIAC 100-60-301 (c) 1 & 2)

### 10. STATUTORY REQUIREMENTS:

- B. The Contractor and subcontractors employed in the completion of the project shall comply with all applicable Federal, State, and Local Laws and in particular the following Federal laws, Executive Orders, and regulations issued thereunder:
  - 1. The Contract Work Hours Standards Act, as amended (40 USC 327332);
  - 2. The Copeland "Anti-kickback" Act, as amended (40 USC 276) (18 USC874);
  - 3. Title VI and the Civil Act of 1964, as amended (42 USC 200 d-4) and Executive Order11246 11375, as amended, and specifically to the following:
  - (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and the employees are treated during employment, without regard to their race, color, sex, 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.
  - (b) 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.
  - (c) The Contractor will, in all solicitations or advertisements for employee's place by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, sex, religion, or national origin.
  - (d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement another contract or understanding, a notice to be provided by the Agency Contracting Officer, advising the labor union or workers

representative of the Contractor's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in the conspicuous places available to employees and applicants for employment.

- (e) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, or relevant orders of the Secretary of Labor.
- (f) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and the rules, regulations, and orders of the Secretary of Labor, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders, each contractor and subcontractor of Federally financed construction work is required to file an Equal Employment Opportunity Employer Information Report (EEO 1 on standard Form 100) annually on March 31.
- (4) In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with such rules, regulations, or orders, this contract may be canceled, be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (5) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 1 1246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor purchase order as the Contracting Agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event that the Contractor becomes involved in, or is threatened with litigation with subcontractor or vendor as a result of such direction by the Contracting Agency, the Contractor may request the Government to enter into such litigation to protect the interest of the Government.

### 11. NON-DISCRIMINATION IN EMPLOYMENT:

- C. Contracts for work under this proposal will obligate the Contractors and subcontractors not to discriminate in employment practices.
- D. Bidders must submit with their initial bid a signed statement as to whether they have previously performed work subject to the President's Executive Order No. 11246 (September 24, 1965).
- E. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract.

F. Successful bidders must, if requested, submit a list of all subcontractors who will perform work on the project and written signed statements from authorized agents of the labor pools with which they will or may deal from employees on the work together with supporting information to the effect that said labor pool's practices and policies are in compliance and are in conformity with Executive Order No. 11246 (September 24, 1965) and that said labor pools will affirmatively cooperate in or offer no hindrance to the recruitment, employment and equal treatment of employees seeking employment and performing work under the contract, or a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish same prior to the award of the contract.

### 12. ACCESS TO WORK:

G. The Contractor shall provide access to the work at all times to the Contracting Officer whenever the work is in preparation or process and shall provide proper facilities for such access and inspection.

### 13. CONTRACTOR'S LICENSE:

H. The Contractor is required to submit with his bid proposal proof of compliance with the licensing laws of the State, Territory, or County where incorporated or doing business and a copy of their CNMI business license.

### 14. CONTRACT:

- A. An award of the contract will not be made until after necessary investigations to the responsibility of the lowest bidder in accordance with the NMHC Procurement Regulations. Award of the contract will be made by NMHC to the lowest and most responsible bidder meeting the requirements of NMHC. The lowest bidder will be required to furnish NMHC with additional documents relative to the company's financial statement, availability of manpower with valid entry permits, and work authorization. If using contract workers including a Clearance Certification from the CNMI Department of Labor; Workers' Compensation Insurance; Clearance of tax liabilities from the Division of Revenue and Taxation; List of on-going or completed projects; List of machinery and other equipment; Payment and Performance Bond which will be obtained, within ten (10) calendar days after the issuance of an "Intent to Award or Request for Additional Documents" by NMHC.
- B. Pursuant to Executive Order No. 11246 as amended, on Equal Employment Opportunity a prime contractor and subcontractor who sign a contract on a federally assisted construction project are required under certain conditions to present written Affirmative Action Programs. At preconstruction conferences, the successful bidder and his known principal subcontractors shall be required to present and discuss the approach to be taken by the successful bidder and subcontractors to implement the requirements of affirmative

action for equal employment and training in accordance with Executive Order No. 11246, as amended, as well as other Labor Standards, payroll, and record-keeping requirements.

C. After the bids have been opened and declared, no bid shall be withdrawn except with the consent of NMHC, but the same shall be subject to acceptance of NMHC for a period of ninety (90) calendar days.

### 15. DISQUALIFICATION OF BIDDERS:

- A. The NMHC reserves the right to disqualify bidders for any of the following reasons:
- 1. Bidders that are debarred or suspended from participating in any CNMI Government bidding or Federal bidding;
- Evidence of collusion among bidders. Participants in such collusion will receive no recognition as a bidder for any future work of the NMHC until such participant shall have been reinstated as a qualified bidder;
- 3. Failure to conform to essential requirements of the invitation for bids such as specifications or time of delivery;
- 4. Imposition of conditions or restrictions in the bid which modify the requirement of the invitation or limit the bidder's liability to NMHC;
- 5. Unreasonable as to price;
- 6. A bid from a non-responsive bidder as defined in the NMHC Procurement Regulations NMIAC 100-60-245.

### 16. METHOD OF AWARD:

- A. Bidding procedure involving only a base bid If the base is within the amount of funds available to finance the construction contract, then a contract award will be made to that responsible bidder submitting the lowest base bid;
- B. Bidding procedure involving a base bid and alternate additive bids If the base bid is within the amount of funds available to finance the construction contract and the NMHC wishes to accept alternate additive bids, then a contract award will be made to that responsible bidder submitting the lowest combined bid, consisting of the base bid plus alternate additive bids (applied in any numerical order in which they are listed on the bid form). Under this procedure, if the owner wishes to make an award on only the base bid, then the contract award will be made to that responsible bidder submitting the lowest base bid.
- C. Bidding procedures involving a base bid and alternate deductive bids If the base bid is within the amount of funds available to finance the construction contract, then a contract will be made to that responsible bidder submitting the low base bid. If the base bid exceeds that amount of funds available or the construction contract, then the owner may award the contract to that responsible bidder submitting the lowest combined bid, consisting of the base

bid with such alternate deductive bids (applied in any numerical order in which they are listed on the bid form) as are required to produce a new bid amount within the availability of funds.

### 17. ADDITIONAL REQUIREMENT:

A. This project is funded whole or in part by a grant from the U. S. Department of Housing and Urban Development (HUD), under its Community Development Block Grant (CDBG) provided to the Commonwealth. The contractor shall acknowledge that a project sign is located prominently at the project site prior to construction and shall be maintained for the duration of the construction period.

This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program.

- B. Contractors and Subcontractors provide are must comply with regulations stipulated in the "Contractor's Assurances" incorporated as part of the bid documents, and must not discriminate on the basis of race, color, religion, gender, age, disability, or national origin in employment or provision of services.
- C. Attention is called to Section 3 of the Housing and Community Development Act of 1968 which requires recipients of U.S. Department of Housing and Urban Development (HUD) funds and the contractors they do business with relative to the project, to help ensure that the economic opportunities generated by these HUD funds are provided to local low-income residents and the businesses that serve them "to the maximum extent feasible." All construction Contractors, to the maximum extent feasible, shall provide training, contracting, and employment opportunities to low-income residents residing in NMHC's projects.
- D. The successful bidder will also be required to affirmatively ensure that, in any contract entered into pursuant to CDBG projects, Minority and/or Women's Business Enterprises (MBE/WBE) or General Contractors with MBE/WBE will be accorded full participation.
- E. Attention is also called to the Labor Standard Provisions for Wage Rate Determination as noted in the Department of Labor General Decision. Bidders are advised that all wage rates for employees performing work, labor, and services on this project shall be paid no less than the minimum wage rate of \$7.25 per hour which took effect on September 30, 2018, as established by Federal law, or the U. S. Department of Labor General Decision No. CM20240002, whichever is greater.
- F. Davis-Bacon and HUD-determined maintenance and nonroutine maintenance prevailing wage rate determinations which apply to <u>ALL MANPOWER</u> employed by Contractor and Subcontractor working on CDBG projects as administered by NMHC. These labor standards provisions provide payroll, record keeping, and prevailing wage rate requirements which are monitored throughout the duration of the project.

6331-N-O1J - Gene		EVELOPMENT - [Docket No. FR-America, Buy America Provisions as stance.
I the undersigned, an official in hereby acknowledge the rece from Northern Marianas Hous	ipt of enclose the following Bid d	documents for NMHC IFB 2024-012
Authorized Rep. (Print & Sign):	Title:	Date:
Contact No.:		
Email Address:		