



Request for Qualification Statements

NMC RQS 22-001



Statement of Qualification, Due Date and Time:
Monday 10:00am, March 28, 2022

Request for Qualification Statements No. 22-001

The Northern Marianas College, hereinafter referred to as the “College”, is requesting “Qualification Statements” from interested firms for Architectural and Engineering Services.

RQS 22-001 Documents will be available for pick up commencing Friday, February 25, 2022.

The Request for Qualification Statements in both a. Hard Copy b. Electronic PDF copy is due not later than 10:00 AM on March 28, 2022, Procurement and Property Management Office, Bldg.P, As Terlaje Campus, Saipan.

Qualification Pre-Qualification conference for the Project will be held 9:00am-10:00am March 07, 2022, CNMI Date and Time. Attendance is highly recommended.

Responses shall be received at the Northern Marianas College, As Terlaje Campus, Procurement Office, Bldg. P, Saipan, MP 96950 on the date and time stated above. This procurement is funded by the U.S Department of Commerce’s Economic Development Administration Grant, local Preference is not available for this procurement.

All responses to this RQS shall conform and be responsive to the RQS documents, including its attachments.

Interested Firms needing additional information may contact Anita Camacho by sending an email to anita.camacho@marianas.edu no later than 5:00pm, March 09, 2022.

RQS No. 22-001 SCHEDULE

Advertisement Dates	Feb 25, Mar 4, 11, 18, 25 final Mar 28, 2022
Publication	Saipan Tribune
RQS Document ready for distribution	February 25, 2022, 10:00am
Pre-Submittal Conference	March 07, 2022, 9:00am to 10:00am CNMI
Due date of Questions	March 09, 2022, 5:00pm CNMI
NMC, Question Responses	March 11, 2022 5:00pm CNMI
RQS submission due date (CNMI Date and Time)	March 28, 2022, 10:00am CNMI
Committee review of Qualification submittals	April 15, 2022
Notice of Interview	April 22, 2022

PURPOSE

The purpose of this Request for Qualification Statements (RQS) is to solicit “Qualification Statements” from qualified firms interested in providing the Northern Marianas College (NMC) with A&E Design services for a new Center for Research, Extension & Development. NMC plans to select firms with specialized areas of expertise and experience to complete the Project.

Paid for by U.S Department of Commerce’s Economic Development Administration Grant, this procurement is federally funded. In accordance to P.L 1-95 as amended by P.L 15-118, local preference does not apply.

PROJECT OVERVIEW

NMC needs to construct a new Center for Research, Extension & Development which will house the Food Science Laboratory, Plant Biotechnology Laboratory, Entomology Laboratory, Anthropometry Laboratory, Marketing & Communications/Media Production Unit, as well as multiple multi-use spaces, extension laboratories and offices.

The objectives of the project are:

- I. Provide NMC professional Architectural and Engineering (A&E) services for the design and construction documents necessary to complete the Project.

PRE-SUBMITTAL CONFERENCE

CNMI Date and Time: March 7, 2022, 9:00am – Zoom
attendance is highly recommended.

NMC continues to exercise social distancing due to the ongoing COVID19 restrictions, with this regard, the prequalification meeting will take place in a Zoom meeting room. Connection through Zoom requires an internet connection with enough speed and bandwidth for video conferencing. Internet connection and speed is the responsibility of the participants.

Join Zoom Meeting:

Meeting ID: 947 727 8497

1. GENERAL INFORMATION

- 1.1 The Northern Marianas College (NMC) intends to procure a qualified Architect/Engineer (A/E) to provide Planning and Design, Construction Administration services for the new Center for Research, Extension & Development (Project);
- 1.2 The Qualification Statements must be submitted as outlined in Section 1. at the date and time described therein;
- 1.3 Questions and inquires pertaining to the selection process should be directed to Anita Camacho at email anita.camacho@marianas.edu by the date indicated in Section 2;
- 1.4 NMC shall not be held responsible for any verbal instructions. Any changes to this Request for Qualifications (RQS) will be in the form of an addendum, which will be posted on NMC website at marianas.edu;
- 1.5 NMC reserves the right to reject any or all RQS submissions, to waive any informality or irregularity in any RQS received, and to be the sole judge of the merits of the respective RQS received.
- 1.6 A pre-submission conference for the Project will be held on the date, time and location indicated above. NMC staff will discuss the scope of work, general contract issues and respond to questions from the attendees. Because staff will not be available to respond to individual inquiries regarding the project scope outside of this pre-submission conference, attendance is highly recommended;
- 1.7 The project description is to construct new “Center for Research, Extension & Development”;
- 1.8 The A/E will be selected on the basis of competence and qualification for the type of services required;
- 1.9 NMC will negotiate a contract for the Planning, Design and Construction Administration Services as a fair and reasonable fee with the best qualified firm based on the “Short listed” ranking firms.
- 1.10 Interested firms/company from outside the CNMI must notify NMC Procurement Management Office in writing of their intent to submit in order to receive an additional seven (7) business days for the actual receipt of a Qualification Statements. This notice of intent to submit may be in any mode of written communication such as email to anita.camacho@marianas.edu or by hand delivery no later than 4:00pm, March 17, 2022, (ChST) Chamorro Standard Time. Submittals from outside the CNMI must be postmarked by the U.S. Postal Services or official government postal service of a foreign country no later than **March 28, 2022** and must be received no later than **April 06, 2022** by close of business day. Any Qualification Statements received after the required time and datespecified for receipt shall be considered late and non-responsive.

SECTION 1.

QUALIFICATION STATEMENT REQUIREMENTS

1.1 The RQS shall include a one (1) page cover letter, a one (1) page table of contents and a maximum of ten (10) pages to address the RQS criteria specified in the Scope of Work, for a maximum of twelve (12) pages excluding resumes for each key team member. Resumes for each key team member shall be limited to no more than one (1) page and shall be attached as Appendix A.

Qualification Statement submissions are required both in Hard Copy and in Electronic Format.

Hard Copies: Six (6) sets consisting of one (1) original (sealed separately) and five (5) copies.

Hard Copy Submission:
NMC Procurement Office, Building P
As Terlaje Campus, Saipan MP

Electronic PDF copy of the Qualification Statement submission must be compressed and electronically submitted by the due date of March 28, 2022, no later than 10:00am CNMI date and time.

Electronic Submission: Compressed file only
NMC Repository email: nmcrgs22-001@marianas.edu,
Attn: Anita C. Camacho

1.2 Failure to comply with the following criteria may be grounds for disqualification:

Failure to submit the Qualification Statement by the specified cut-off date and time to the specified location/address shall not be considered for evaluation.

1.3 Adherence to the maximum page requirements and criteria is critical: each page size (maximum 8 ½" x 11") with criteria information will be counted. Pages that have photos, charts and graphics will be counted towards the maximum number of pages.

SECTION 2. SELECTION PROCESS AND SCHEDULE

2.1 The following tentative schedule is established for this project.

A minimum 5-members Evaluation Committee will evaluate each “Qualification Statement” according to the criteria’s and ranked qualification of firms accordingly. The top three (3) firms is referred to as the “Short Listed” firm.

Part 2. Those firms ranked on the Short List will be provided additional instructions byNMC for the interview and rendering presentation.

Part 3. Those firms not selected for further consideration will be notified.

2.2 Evaluation Committee will determine a ranking for each Short List firm based on the published criteria noted on Exhibit B of this RQS. Consideration will be given to both the written Statement of Qualification criteria and any oral presentations or interviews. No other factors or criteria will be used in the qualification ranking.

2.3 NMC will enter into Phase II Request for Proposal. Negotiations with the selected firm will be conducted using the NMC standard form Contract/Agreement. If the selected firm is unwilling to execute the NMC standard form of Contract/Agreement within two weeks of notification or negotiations reach an impasse, negotiations shall be terminated and negotiations shall be undertaken with the succeeding highest ranked team until a contract is executed and approved by the college. The College, at its sole discretion, may at any time decide to terminate the selection process.

2.4 The highest ranked firm will be recommended for contract award.

END

SECTION 3

REQUEST FOR QUALIFICATION STATEMENTS

Each Architect submitting “Qualification Statements” for consideration shall submit the following information. Please submit the information requested in the format contained below:

1. Company Profile

Provide a letter of interest indicating the ability of the firm to provide the required services. This statement of interest shall include:

- a. The name of the firm, and the names of persons authorized to make representations for the firm (include for each their title, address, email address, telephone numbers).
- b. The location of all offices, specifically indicating the principal place of business. Provide a list of professional staff located in that office, list of support staff working in that office and their primary responsibilities.
- c. A history of the firm and the range of services offered.
- d. The age of the firm, the total number of years of experience providing architectural services.

2. Design Team

- a. List the names of each design team member to be assigned to this project. Include an organizational chart. Any change in key design team members must be approved by the Northern Marianas College prior to the commencement of work.
- b. List the education, training, experience, licensing, and qualifications of members of the firm and key employees assigned to the project.
- c. List all consultants that the firm plans to utilize on the project. Include the names of principals and personnel assigned to the project and their professional background information. Include an explanation of how the consultants will interface with the firm. Any change in the use of consultants by the proposer shall be approved by the Northern Marianas College prior to the commencement of work.
- d. A&E firm must have a physical office on Saipan, or a local representative with industry knowledge stationed in Saipan. The local representative must be approved by the NMC.

3. Related Design Experience and History

- a. Provide a list of at least five (5) related projects completed by the firm. Any projects that were completed by professionals prior to joining the firm shall be indicated or listed separately.
- b. Include the project name, location, nature of firm’s responsibility, owner’s name, address, contact person, email address, and telephone number.
- c. Include the estimated project costs of completed projects.
- d. Include illustrative drawings or floor plans of similar type projects the firm has designed, if any, along with renderings and/or photographs of completed projects. The format is 8.5 x 11, include only enough material to be illustrative (not complete sets of drawings).
- e. The NMC is placing emphasis on innovative design driven by technology online learning. Discuss the firms’ efforts to advance trends in higher education.
- f. List and describe any litigation, arbitration, or other alternative dispute resolution proceedings the Architect has been involved in with an owner within the past five (5) years. List and describe

any actions taken by any regulatory agency against the Architect or its agents or employees with respect to any work performed.

- g. The NMC reserves the right to request additional information which, in its sole opinion, is necessary to assure that the Architect's competence, business organization, and financial resources are adequate to perform the work described herein.

4. Project Approach / Management Plan

Discuss the firm's approach and methodology for the delivery of this design project from the award of the contract through construction.

- a. Schematic design and preliminary design
- b. Design development and interface with NMC stakeholders
- c. Proposed project schedule. Indicated critical dates for the selection committee to determine the feasibility of the time frames indicated, based on the assumption that the construction phase will begin in early 2023.
- d. Accurate project costing during the design development stage will be imperative to maintain the overall cost within the allotted funding stream. The A&E's cost estimator must be familiar with the CNMI's current construction market to ensure project budget compliance.
- e. Construction drawings and specifications. Discuss the firm's ability to produce detailed and accurate construction drawings reconciled with project specifications.
- f. Workload. Provide a list of projects currently under contract. Discuss the firms' ability to timely perform the services based on the firm's current and projected workload. Include specifics regarding adequate personnel, technical capabilities, equipment, and facilities.
- g. Insurance. Indicate the present level of professional and general liability and other insurance coverage for the firm.
- h. NMC reserves the right to approve any subcontractor proposed for the contract.

End

SECTION 4 SCOPE OF WORK

1. Scope of Work. The Northern Marianas College will be constructing a new Center for Research, Extension & Development. The proposed facility will be a two-story building with approximately 25,600 square feet. The Center for Research, Extension & Development will house the Food Science Laboratory, Plant Biotechnology Laboratory, Entomology Laboratory, Anthropometry Laboratory, Marketing & Communications/Media Production Unit, as well as multiple multi-use spaces, extension laboratories and offices. To ensure resiliency, the new facility will have integrated support systems: complete data connectivity and communications networks, utilities, connections for a backup generator and solar panels. The services to be provided would include:

- a. Perform site investigations (subsurface soil investigations, review of topographic surveys) to become familiar with site conditions.
- b. Review the NMC Facilities Master Plan to become familiar with future infrastructure and facility goals. Refer to the Northern Marianas College Website for the Northern Marianas College Facilities Master Plan:
https://www.marianas.edu/resources/fmp/10-23-2021_NMC%20FMP%20Final%20Report_Website.pdf
- c. Prepare schematic designs and renderings for the NMC stakeholders and public presentations.
- d. Make presentations on the progress of the project. Organize and/or attend meetings as required during the duration of the design phase. These meetings may include design development meetings with stakeholders, participation in public meetings to keep the community informed, coordination meetings with government agencies, etc.
- e. Prepare final construction drawings, specifications and construction cost estimates for the Center for Research, Extension & Development.
- f. The Center for Research, Extension & Development must comply with 2018 International Building Code, meet a Building Code Wind Load Speed of 195 mph, meet Seismic Zone 4 requirements and comply with all CNMI Laws and regulations. The Architect and all consultants shall provide specifications that ensure all systems used are meeting current requirements. The designers should also ensure that systems are compatible with any relevant existing NMC infrastructure. Building systems and materials for the Center for Research, Extension & Development should focus on energy efficiency and durability to withstand harsh tropical climate.
- g. The Center for Research, Extension & Development is targeting LEED Silver Certification (minimum).
- h. The design of the Center for Research, Extension & Development should incorporate lessons learned from the Covid-19 pandemic (flexible spaces, air circulation, technology, etc).
- i. The façade of the Center for Research, Extension & Development should be culturally appropriate and architecturally relate to the design characteristics identified in the Facilities Master Plan.
- j. The A&E designer will develop projected maintenance costs for the Center for Research, Extension & Development. Building materials and systems must be analyzed for future maintenance costs.
- k. Assist NMC in the preparation of the bid package for the Center for Research, Extension & Development.
- l. Assist NMC in the pre-bid or pre-proposal conference for the Center for Research, Extension & Development and respond to RFIs.
- m. A&E is expected to respond to design related questions (RFIs) that arise during construction of the Center for Research, Extension & Development. All design conflicts, errors and omissions must be addressed at no additional cost to the NMC.
- n. File appropriate documents as required by the NMC, federal grantors, federal and local authorities.

- o. Prepare and submit construction permit applications for the Center for Research, Extension & Development, if necessary.
- p. Provide other services as requested by NMC.
- q. A&E must anticipate detailed coordination meetings with NMC CREES subject matter experts (CREES Dean and 4 Program Leaders) regarding laboratory spaces, equipment and technical program requirements.

2. Budget Considerations. The project is funded through the Economic Development Authority. As the design progresses the project may be subject to adjustments due to program or size considerations. The Architect may be asked to make accommodations in the design / construction documents to isolate or delineate different funding sources (ex. base bid and additive bids for construction).

3. Economic Development Authority (EDA) Grant Requirements. The Architect should become familiar with EDA requirements for successful execution of the project (EDA Standard Terms and Conditions for Construction Projects, EDA Summary of Construction Standards). Assist the NMC with EDA Grant Special Award Conditions, EDA Site Certificate Form, EDA Checklist for A&E Contracts. Refer to Exhibit A.

4. All drawings and documents related to the design of the Center for Research, Extension & Development will become the property of the Northern Marianas College. Submittals shall be made based on a

- a. 30%
- b. 60%
- c. 90%
- d. and 100% progress.
- e. Final electronic documents are to be provided to NMC (PDF and AutoCAD).

5. The Northern Marianas College has received a grant award from the Economic Development Authority (EDA). As such, timing is of the essence. The firm that is retained to provide this work must be capable of delivering the needed construction drawings and bid documents within 300 days of the NMC Contract, "Notice to Proceed".

The firm should complete each design phase on an accelerated schedule without sacrifice to the quality of the project. Budget and schedule adherence will be a requirement of any contract awarded as a result of this Request for Qualification Statements.

Exhibit A: Economic Development Authority (EDA) Grant Requirements.

Exhibit B: Each Qualification Statement will be evaluated using the Center for Research, Extension & Development Evaluation Matrix.

Exhibit C: Statement of Debarment and Suspension.

Exhibit D: NMC Professional Agreement.

End



ECONOMIC DEVELOPMENT ADMINISTRATION ARCHITECT/ENGINEER CONTRACT CHECKLIST

EDA Award Number: _____ Date: _____

Recipient: _____

Co-Recipient(s): _____

Recipient's Authorized Representative: _____

Name & Phone Number

Project/Contract Description	Contract Award Date	Total Contract Amount	EDA Funded Amount	* Non-EDA Funded Amount
		\$	\$	\$

** Design services of project components not part of the EDA Grant Project and do not include EDA funds nor local match funds.*

- The Recipient's Architect/Engineer (A/E) contract is in compliance with the Recipient's written procurement procedures. The firm was selected in accordance with the procurement standards set forth in 2 CFR Part 200, and according to the EDA publication "Summary of EDA Construction Standards."
- The A/E was selected competitively by sealed bids (formal advertising) or by competitive proposals. If not, attach an explanation of the selection method and the reason(s) for using that method.
- Requests for qualifications were publicized and all evaluation factors and their relative importance were identified therein. Any response to publicized requests for qualifications was honored to the maximum extent practical.
- Qualifications were solicited from an adequate number of qualified sources (normally it is sufficient to secure at least three proposals from qualified sources.) If less than 3 qualified proposals were secured, submit an explanation to the EDA Engineer with this checklist.
- The Recipient has an objective method for conducting technical evaluations of proposals received, selecting the best proposal, and consideration of other factors.
- The Recipient determined the responsible firm whose proposal was most advantageous to the program, with other factors considered. Competitor's qualifications were evaluated and the most qualified competitor was selected, subject to negotiation of fair and reasonable compensation.
- The A/E agreement provides for all services required by the Recipient for the planning, design, and construction phase of the proposed project. Appropriate standards or guides developed by such professional organizations as the American Consulting Engineers Council (ACEC), American Society of Civil Engineers (ASCE), National Society of Professional Engineers (NSPE), and/or the American Institute of Architects (AIA) may be used where the Recipient does not have standard contract documents.

Y	N	NA
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Y	N	NA
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|--|--------------------------|--------------------------|--------------------------|
| 8. The A/E's fee for basic services is either a fixed price or a cost reimbursement with an agreed maximum. (The amount of EDA participation will be based on a determination, subject to audit, that the fee compensation is reasonable.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. The A/E contract compensation is not based on the use of the cost-plus-a-percentage-of- cost or percentage of construction cost form of compensation. (These forms of compensation are not eligible for EDA participation.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. The A/E has provided a breakdown of the fee and it has been reviewed to be reasonable. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. The A/E provided fee breakdown provides that compensation is based on completion of specific milestones. (Preliminary design, final design, construction management, etc.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. The A/E's fee covers all services necessary for the successful execution of the project, including consultations, surveys, soil investigations, supervision, "as- built" drawings, arrow diagram (CPM/PERT, for example) where applicable, and incidental costs. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. The basic fee does not exceed that prevailing for comparable services in the project area. If the total fee is in excess of the prevailing rate because of special services to be performed, these services are identified in the agreement. Such additional charges may be approved for funding under the EDA grants if they: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| a. Do not duplicate charges for services provided for in the basic fee; | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Are a proper charge against the project cost; and | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Are reasonable for the extra services to be rendered. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. Regardless of who furnishes the construction inspector, the agreement requires the A/E to make sufficient visits to the project site to determine, in general, if the work is proceeding in accordance with the construction contract. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 15. The required federal contract provisions included (Refer to Appendix II to 2 CFR Part 200 - Contract Provisions for Non-Federal Entity Contracts under Federal Awards.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 16. The A/E Agreement states a specific timetable for: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| a. Completing preliminary plans and associated cost estimates; | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Completing final plans, specifications, and cost estimates; | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Securing required State and local approvals; and | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Completing proposed contract documents sufficient for soliciting bids. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Y	N	NA
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17. The A/E agreement provides for surveillance of project construction to assure compliance with plans, specifications, and all other contract documents. If the Recipient chooses the A/E as the project inspector, the requirements for inspection services shall be clearly defined and the amount the Recipient is required to pay for such services shall be stated.
18. The A/E agrees to be responsible for any damages arising from any defects in design or negligence in the performance of the construction inspector, if the inspector is furnished by the A/E. (EDA recommends that the A/E take insurance, when available, to cover liability for such damages.)
19. The A/E agrees to supervise any required subsurface explorations such as borings and soil tests to determine amounts of rock excavation or foundation conditions, no matter whether they are performed by the A/E or by others paid by the Recipient.
20. The A/E agrees to attend bid openings, prepare and submit tabulation of bids, and make a recommendation as to contract award.
21. The A/E agrees to review proof of bidder's qualifications and recommend approval or disapproval.
22. The Recipient has checked the website www.SAM.gov and has verified that the A/E does not appear on the Excluded Parties List.
23. For contracts over \$100,000, an executed copy of the Certification Regarding Lobbying has been submitted from the contractor as required by Section 1352, Title 31, of the U.S. Code.
24. The A/E agrees to submit a report not less frequently than quarterly to the Recipient covering the general progress of the job and describing any problems or factors contributing to delay.
25. The executed A/E Contract has been reviewed by the Recipient's Attorney.

The company/firm name and address of the Architect/Engineer is:

If the Architect/Engineer *will not be performing project inspection services*, the firm name and address that will provide inspection services is listed below and was selected in accordance with the procurement standards set forth in 2 CFR Part 200; or the in-house employee name and department conducting construction inspection services is listed below:

The contract price for basic A/E services is	\$
The contract price for other/extra A/E services is	\$
The estimate for reimbursable expenses is (if applicable)	\$
The contract price for inspection services is	\$

Prepared By (Name & Title)

Prepared By (Signature)

Date



ECONOMIC DEVELOPMENT ADMINISTRATION SITE CERTIFICATE CHECKLIST

EDA Award Number: _____ Date: _____

Recipient: _____

Co-Recipient(s): _____

Recipient's Authorized Representative: _____

Name & Phone Number

Executed or Draft Site Certificate titled "Certificate as to Project Site, Rights-of-Way, and Easements" has demonstrated that the Recipient has acquired good and marketable title to land, free of all encumbrances, and rights-of-way and easements necessary for the completion of the project, or of a long-term leasehold interest in accordance with 13 CFR 314.

The Site Certificate document satisfies Special Award Condition Number(s): _____.

	Y	N	NA
1. All Special Award Conditions required for the Evidence of good Title have been met.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. All three parts of the Site Certificate form have been completely filled out and it has been submitted to EDA for review.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Part I – Certificate of Architect/Engineer has been completed and signed by the Project's Architect/Engineer.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Part I – Certificate of Architect/Engineer includes property descriptions, exhibits and maps that clearly depict all the property that is required for the project, and show the project components relative to the property.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Part II – Title Opinion has been completed and signed by the Owner's Attorney and has been completed after Part I has been filled out.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Part III - Owner's Certification Regarding Eminent Domain has been completed and signed by the authorized representative of the Recipient.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Prepared By (Signature)

Date

Prepared By (Typed or Written Name & Title)



**ECONOMIC DEVELOPMENT ADMINISTRATION
CERTIFICATE AS TO PROJECT SITE, RIGHTS-OF-WAY, AND EASEMENTS**

**Part One
Certificate of Architect/Engineer
Description of Property Requirements for EDA project**

I, _____, the undersigned Architect or Engineer, certify that I am
(Name of Architect/Engineer)

familiar with the design of the _____
(Name or Type of Facility)

being constructed by _____
(Name of Owner)

as part of EDA Award Number _____ and that all of such facilities will be constructed wholly within the land, leasehold interest and rights-of-way and/or existing public streets and roads described below. I further certify that the land, leasehold interest, and rights-of-way being purchased as hereinafter described are sufficient, but not in excess of actual needs for the Project as planned and approved by the Owner.

Note: Depending on the project, Items 1, 2 or 3 may not be applicable. Use Item 1 for acreage parcels, such as tracts and lots; Use Item 2 for easements and right-of-way; Use Item 3 for property that is associated with a permit (i.e. railroad; state highway, etc.).

1. The Owner holds or will hold fee title or a long-term leasehold interest on the following property. (Aboveground Project elements should be constructed on land to which the Owner possesses fee simple title. Describe each tract, whether presently owned or to be acquired, and indicate what Project element is to be constructed on each (i.e., tank site, pumping station, treatment plant, etc.). If more space is needed, please attach additional documentation and label each additional page "Exhibit 1A"). Provide a map that shows the property relative to the project components.

2. The following easements and rights-of-way are required for this Project. (Describe each easement and/or right-of-way, whether presently owned or to be acquired, by name of current owner and by metes and bounds, including the area in acreage. If more space is needed, please attach additional documentation and label each additional page "Exhibit 1B"). Provide a map that shows the property relative to the project components.

3. The following state, railroad, highway, or other permit(s) are required for this project. (Describe the location for which any permit will be needed and the name of the permitting entity. If more space is needed, please attach additional documentation and label each additional page "Exhibit 1C"). Provide a map that shows the property relative to the project components.

WITNESS MY HAND, this the _____ day of _____, 20_____.

Registered Professional Architect's or Professional
Engineer's Signature

Address

City

State

Telephone

(This "Certificate of Architect/Engineer" is to be completed by the Owner's Architect/Engineer and forwarded to the Owner's Attorney).

Part Two
Title Opinion

I, _____, Attorney-at-Law, representing
(Name of Attorney-at-Law)
_____ (hereinafter the "Owner") do hereby certify that:

1. I have examined the public records of _____ County, State of _____ from the period of _____, _____ to _____, 20____ (which period of time should be at least 40 years). Based upon said examination, I find and am of the opinion that _____ is vested with marketable, fee simple title to the land referenced in Part One hereof as being required in fee, subject only to the following liens, encumbrances, and objections.

(If additional space is needed, please attach additional documentation and mark each page "Exhibit 2A." If there are no encumbrances on the Owner's fee simple title, please write "None").

Any encumbrances or objections to the fee simple title listed above will not, in my opinion, restrict or interfere with the contemplated construction, use or purpose of the aforesaid EDA Project.

2. This is to further certify that: (i) all long-term leases needed for the Project as described in Part One above have been acquired by the Owner; and (ii) all easements or rights-of-way needed for the Project as described in Part One above have been entered into by the Owner. In addition, I have examined the instruments creating the long-term leases, easements, and/or rights-of-way described in Part One; and it is my opinion that said instruments are valid as to form and substance for the purposes intended and provide the Owner with sufficient interest to construct and maintain the Project facilities.

I certify that I have examined the public records to ascertain that said easements and/or rights-of-way have been obtained from the record owner(s).

3. The extent of said title examination and/or public record search is sufficient for the purpose of establishing the validity of the title to said property and for the purpose of determining outstanding restrictions, liens, encumbrances, and ownership interests pertaining thereto.
4. All permits required for the Project as described in Part One above have been obtained. I have examined all of said permits and am of the further opinion that said permits are valid as to form and substance for the purposes intended.

5. Remarks and Explanations. (If additional space is needed, please attach additional documentation and mark each page "Exhibit 2B").

WITNESS MY HAND, this the _____ day of _____, 20_____.

Attorney's Signature

Address

City

State

Telephone

- ◆ It is the sole responsibility of the Recipient of the EDA Award to provide a legal opinion verifying that the Recipient has good title to all property required for completion of the Project as defined by the grant award.
- ◆ A long term leasehold interest is acceptable only if held by the Recipient of the EDA Award for a period not less than the estimated useful life of the Project and only if lease provisions adequately safeguard EDA's interest in the Project.
- ◆ Only legal descriptions of the property described herein should be attached to this form.
- ◆ If this title opinion is based on a title insurance policy, any exceptions listed on the policy should be explained and resolved in #5 above.
- ◆ EDA relies on this title opinion and does not make independent findings regarding title to the property described herein.

Part Three
Owner's Certification Regarding Eminent Domain

I, _____ the undersigned
(Insert Name)
_____ of the Owner,
(Insert Title)

referenced in Part One above, do hereby certify and confirm that:

1. The Owner will not use any available power of eminent domain (including the commencement of eminent domain proceedings) for the purpose of advancing the economic interests of private parties in connection with any property comprising the Project.
2. To the best of my knowledge and belief, prior to the Effective Date of this Certification, the Owner has not exercised any available power of eminent domain (including the commencement of eminent domain proceedings) for the purpose of advancing the economic interests of private parties in connection with any property comprising the Project.
3. The Owner was or will be required to properly use an available power of eminent domain in connection with the following aspects of the Project. (If more space is needed, please attach additional documentation describing the location and purpose of the Owner's proper use of eminent domain as an attachment and label each additional page "Exhibit 3A". If the use of eminent domain is not anticipated, please mark this section "N/A").
4. If an available power of eminent domain may be used in connection with the Project, the Owner will immediately contact the EDA regional office.
5. I am authorized on behalf of the Applicant to make this Certification which is binding on the Applicant.

WITNESS MY HAND, this the _____ day of _____, 20_____.

Owner's Signature

Address

_____ City _____ State

Telephone

Exhibit B

**SECTION 5
EVALUATION CRITERIA**

**Center for Research, Extension & Development
RQS Statements Evaluation Matrix**

Evaluation Criteria Breakdown	Points	Firm A	Firm B	Firm C	Firm D
	(Yes/No)				
The prime contractor has designed / completed projects with construction costs over \$10 million.					
The prime contractor has previous design experience with educational / civic buildings.					
<i>If the Firm does not meet both of these Key Qualifications their Statements will not be considered</i>					
	100 Points				
Conformance to specified RQS format and submission of all requested information.	0-5				
The firm has completed work in the region.	0-5				
Location and proximity to the client and project site.	0-5				
Satisfactory selection and presentation of proposed key personnel providing detailed information highlighting their relevant and successful work experience. Satisfactory in-house technical skills and staffing level.	0-15				
Satisfactory selection and presentation of proposed consultant team explaining their discipline qualifications, past project experience.	0-15				
Previous experience with similar education projects demonstrating the firms ability to provide all A&E requirements for the project.	0-25				
Satisfactory project schedule.	0-10				
Satisfactory business history and operational age of the firm.	0-10				
Satisfactory business structure, licensing and insurances.	0-10				
	100 Points	-	-	-	-

This solicitation does not constitute an offer and does not obligate the College in any way. NMC reserves the right to reject any or all Qualification Statements for any reason and waive any defect ive said Qualification Statements, or cancel in part or its entirety this RQS, if it deems, in its sole discretion, it is in the best interest of the College. All costs incurred by the proposer to prepare a response to this solicitation and subsequent inquires shall be borne by the proposer. All submittals shall become the property of NMC and will not be returned.

This procurement action is paid in part with federal funds and is subject to all guidelines established by the Federal Government.

Rachel Fusco Date
Director, CIP

Anita Camacho Date
Procurement Manager



**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative



INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Northern Marianas College

Procurement and Property Management

P.O. Box 501250 • Saipan, MP 96950 U.S.A.

Phone: (670) 234-5498 Ext. 6824•

ppmo@marianas.edu

**CONTRACT FOR PROFESSIONAL SERVICES
NMC WORKFORCE DEVELOPMENT BUILDING
ARCHITECTURAL DESIGN
CONTRACT No. PS 22-XXXX**

This contract is entered into and between the NORTHERN MARIANAS COLLEGE hereafter referred to as the College and the **A&E Firm**, hereafter referred to as the Contractor.

Complete project Title: Architectural Design Services of the Northern Marianas College, Workforce Development Building.

Federally Funded by U.S Department of Commerce's Economic Development Administration through the Economic Development Administration grant.

Scope of work: To provide architectural design and A & E Services for the Northern Marianas College (NMC), Workforce Development Building. Contractor is committed to providing and performing the necessary and unique services requested by the college.

Commencement date: On approval of Contract.

Completion Date: Ten Months from date of the College Notice to Proceed.

I. College Obligation:

A. (\$ XXXX,XX).

The Contractor agrees to complete the project as described herein to the satisfaction of the Coordinating Officer(s) for this project, who will certify the same before payment by the Comptroller of the Northern Marianas College.

Total Obligation of the College: .

II. Notice

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

Attention:
Rachel Fusco
Capital Improvement Program (CIP)
P.O Box 501250
Saipan, MP 96950

Frank M. Eliptico
Vice President
P.O Box 501250
Saipan, MP 96950

III. Communication

The Consultant shall maintain communications with the Capital Improvement Program Office at all stages of the Consultant's work. The Consultant will submit any questions it may have to the CIP Office regarding the performance of the contract.

IV. Consulting Services

A. General Purpose

Subject to this Contract, the College hereby retains TRMA as a consultant and technical advisor to perform the consulting services specifically set out in Exhibit b attached to this contract and made a part hereof (hereafter referred to as the "Services"), as said Exhibit may be amended in writing from time to time, and consultant agrees, subject o the terms and conditions of this contract, render such Services during the term of this Contract. Such services shall be limited to the area of expertise described in Exhibit B. Consultant shall render services hereunder at such times and places as shall be mutually agreed by the College and Consultant.

B. Periodic Review

It is understood that the purpose of the consulting is to provide periodic review and advice relevant to certain College matters, and that neither the consultant nor the College will benefit if Consultant provides inaccurate advice or commentary based on insufficient information. To that end, the College shall provide Consultant, in advance of meetings, with accurate, unbiased and sufficient information to review the subject matter thereof, and shall promptly provide further information that Consultant reasonably deems relevant to forming any pertinent conclusions relevant to the matter for discussion. It is expressly understood that

consultant's role is to provide independent advice uninfluenced by commercial concerns; and that service as a Consultant does not require him to be an advocate for the College or its products in any forum, public or private. The College expressly agrees that under no circumstances will this role be inaccurately represented.

V. Consultant to provide equipment

Except as otherwise provided by this contract, the Consultant will provide all equipment and personnel necessary to complete this contract.

VI. Contract Documents

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

Exhibit:

1. Request for Qualification Statements, RQS 22-001

VII. Consideration and Scope of Work

Consultant agrees to provide its services, at all times, in strict accordance with currently approved and accepted methods and practices in his or her profession. Consultant further agrees to provide services in a professional, timely and competent manner, and to comply with all Commonwealth and Federal laws. Consultant and the College will agree in advance upon a mutually acceptable schedule for Consultant's services to the College.

VIII. Licensure and Insurance

As a condition of this Contract, the Consultant shall maintain all required licenses and certifications and shall at all times during the term of this Contract, meet all requirements of the Commonwealth of the Northern Marianas Islands or other regulatory entity for such licensing certification or credentialing.

IX. Confidentiality

To perform his or her duties, the consultant will be given access to information that is confidential. The Consultant will not divulge or discuss, with a third party, any information acquired or received from the Commonwealth in connection with this contract. Any reports recommendations, or advice given by the Consultant to the College will be the property of the College and may not be released by the Consultant to a third party. This confidentiality provision is a material term of this contract and its violation shall constitute a breach of this Contract.

It will not be a breach of this Contract for the Consultant to release information to a third party when required to do so by law.

X. Duration of Contract

The Consultant will begin its performance upon receipt of a Notice to Proceed by the College. This contract performance time is a period of Six Months (6) months with an option to renew for an additional six (6) months.

XI. Contract Extension

The College may extend the term of this contract by written notice to the Consultant thirty (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 months. If the college exercises its option to extend this contract, then the contract will continue without any change in the terms and conditions of this contract.

XII. Delivery and Payment

1. The Consultant agrees to begin, and to continue for as long as this contract provides, to perform the services on the island of Saipan. The Consultant will invoice the College on a monthly basis and will be paid accordingly, based on work assigned and completed.
2. Payment by the College shall be made only upon Consultant's submission of evidence to the expenditure Authority that the consultant has delivered the services and has adhered to all contract terms and specification.

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

XIII. Compliance with Federal Requirements

Any contract funded with federal funds is required to comply with all federal laws, executive orders, policies regulations, and standards applicable to the specific project and provide federal agencies with access to Contractor records. Contactors have a duty to clarify applicable requirements prior to entering into the contract and by signature agree to comply with all applicable federal requirements. Federal requirements include, but are not limited to the following;

- (a) OMB Super Circular Uniformed guidance (2 CFR 200) – Grants and Agreements
- (b) Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 October 13, 1967 and as supplemented in Department of Labor Regulations (41CFR chapter 60);
- (c) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3);
- (d) Compliance with the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5);
- (e) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by Department of Labor regulations (29 CFR Part 5);
- (f) Access by the grantee, the sub grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transactions;
- (g) Retention of all required records for three years after grantees or sub grantees make final payments and all other pending matters are closed;

- (h) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (H)), Compliance with section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR pat 15). (Contracts, subcontracts, and sub grants of amount in excess of \$100,000);
- (i) Mandatory standards and policies relating to energy efficiency which are contained in the applicable Commonwealth energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- (j) Lead-Based Paint Poisoning Prevention Act (42 U.S.C/ § 4801. Et seq.).

Funding Limitation:

Northern Marianas College shall not be liable for payment of any amount in excess of the stated not-to-exceed Contract Price, as adjusted by a fully executed change order, if any. It is the responsibility of the Contractor to notify the Contracting Officer if, at any time, it appears that the Contract Price will not be sufficient to permit completion of the ordered under this contract. Such notification should be given as soon as possible in order to permit Northern Marianas College sufficient opportunity to determine whether to increase the Contract Price if funds are available and to process a change order, or to reduce the scope of work requested. Any work performed or expenses incurred by the Contractor in excess of the Contract Price are at the Contractor's own risk. No liability shall arise against Northern Marianas College unless a change order providing payment for such amounts is completed. The incurrence of expenses beyond the Contract Price shall not obligate Northern Marianas College to execute a change order.

Terms and Conditions:

Regulations Controlling: This contract is null and void if either the procurement processes or contract execution fails to comply with the College Procurement Policies/Regulations.

- 1) Any procurement action of a college official or employee in violation of said regulations is not authorized by the college and is an act for which the college will not take responsibility or be liable for in any manner.
- 2) The Contractor and the College Contracting Officer hereby certify that they have both read and understand said procurement policies/regulations and have complied with all such policies/regulations.

Penalties for Violation of Regulations: If this contract is in violation of the procurement policies/regulations referred to above, the Contractor may be subject to debarment or suspension from College contracting and the College Contracting Officer may be personally liable for any damages incurred, in addition to other penalties provided for by law or regulation.

Contract Disputes:

- 1) Any dispute arising under this contract between the College and the Contractor shall be filed in writing with the President within ten (10) calendar days after knowledge of the facts surrounding the dispute.
- 2) Upon written notice of any Dispute, the parties shall attempt to resolve it promptly by negotiation between executives who have authority to settle the Dispute and this process should be completed within 30 days (the "Negotiation").
- 3) If the Dispute cannot be settled through Negotiation within 30 days, the parties agree first to try in good faith to settle the Dispute by mediation administered by a local mediation service provider in

the CNMI under its Commercial Mediation Procedures, before resorting to arbitration, litigation or some other dispute resolution procedure.

- 4) Any Dispute not resolved through Negotiation or Mediation shall be resolved by arbitration administered in accordance with the United States Federal Arbitration Act of 1925 and pursuant to Section 502(a)(2) of the Covenant of the Commonwealth of the Northern Mariana Islands. If all parties to the dispute agree, a mediator involved in the parties' mediation may be asked to serve as the arbitrator.

Termination for Convenience:

- 1) Termination. The Northern Marianas College (NMC) Procurement Manager may, when the interests of the Northern Marianas College so require, terminate this contract in whole or in part, for the convenience of the Northern Marianas College. The Procurement Manager shall give written notice of the termination to the contractor specifying the part of the contract terminated and when the termination becomes effective.
- 2) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work, and on the date set in the notice of termination, the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Manager may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the Northern Marianas College. The Contractor must still complete the work not terminated by the notice of termination and incur obligations as are necessary to do so.

Public Auditor: As required by Section 404 of Public Law No.3-91, the Contractor and subcontractor or grantee and sub-grantee at all levels shall provide the CNMI Public Auditor 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.