



**NORTHERN MARIANAS
HOUSING CORPORATION**



INVITATION FOR BID

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

NMHC IFB 2020-007

BID SUBMISSION DATE: March 06, 2020 **TIME:** 10:30 AM

**Website Design for the
Community Development Block Grant-
Disaster Recovery (CDBG-DR) Program**

Project package will be available on February 14, 2020, 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. The bid package can also be obtained online at www.nmhccgov.net titled Public Notice/Announcements

The provisions of the CNMI Procurement regulations, NMIAC 70-30.3-725 AND 70-30.3-730 Prohibiting Gratuities, Kickbacks and Contingent Fees shall apply.

A **Mandatory Pre-Bid conference** will be held at 10:00 a.m. on February 21, 2020, at the NMHC Central Office Conference Room located in Garapan. Failure to attend the Mandatory pre-bid conference will be considered a non-responsive bidder.

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

/s/ Vinney Atalig-Hocog
Chairman,
NMHC Board of Directors

/s/ Francisco C. Aguon
Acting Director
Division of Procurement & Supply



NORTHERN MARIANAS HOUSING CORPORATION

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

Email: nmhc@nmhc.gov.mp

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

INVITATION FOR BIDS

This ad is paid by NMHC with HUD Funds

NMHC IFB 2020-007

Website Design for the Community Development Block Grant- Disaster Recovery (CDBG-DR) Program

Governor Ralph DLG. Torres, through the Northern Marianas Housing Corporation (NMHC) Board of Directors, is hereby giving notice that NMHC is soliciting sealed bids for the Website Design for the CDBG-DR program in Saipan, CNMI.

Interested individuals or firms may pick up a copy of the Bid Package beginning **February 14, 2020**, 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. The bid package can also be obtained online at www.nmhc.gov.net titled Public Notice/Announcements.

A Mandatory Pre-Bid Conference will be held at the NMHC Central Office Conference Room on **February 21, 2020, 10:00 a.m.** Bidders will have the opportunity to inquire regarding the website design. Attendance at this conference is considered essential to the bidders' understanding of the project elements. A company that does not have a representative in attendance at the pre-bid conference will be considered as a non-responsive bidder. Inquiries regarding this solicitation must be addressed in writing to Mr. Jesse S. Palacios, Corporate Director at P.O. Box 500514, Saipan, MP 96950; email to officemanager@nmhc.gov.net or fax to (670)234-9021, no later than 9:00 a.m. February 27, 2020.

Sealed bids must be marked **NMHC-IFB 2020-007**. For bidders within the CNMI, an original and three (3) copies of sealed bids must be submitted to the Director of Procurement and Supply, Capitol Hill, Saipan, MP 96950, **no later than 10:30 a.m., local time March 06, 2020**. Bids received after the date and time will not be accepted. Bidders located outside of the CNMI may obtain an additional seven (7) working days for receipt of their bids by submitting a Notice of Intent to Bid. Notice of Intent to Bid must be received by the Director of Procurement and Supply no later than 11:00 a.m., local time, **March 06, 2020**, and must be transmitted via facsimile to (670)664-1515, or via email to a.magofna@dof.gov.mp or joaquin.reyes@dof.gov.mp. For bidders located outside the CNMI, an original and three (3) copies of sealed bids must be postmarked by the U.S. Postal Service or the official government postal service of a foreign country no later than **March 06, 2020**, and must be received at Procurement and Supply no later than **March 13, 2020**. 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 Division of Procurement of Supply, Capitol Hill, Saipan at 10:00 a.m., local time, **March 13, 2020**. However, if no notice of intent to bid were received from bidders outside the CNMI, bids will be opened at 11:00 a.m., local time on **March 06, 2020**.

Bidding Procedures shall be in compliance with the CNMI Procurement Regulations 2004 Edition.

Breach of Ethical Standard

Gratuities. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory

"NMHC is an equal employment and fair housing public agency"

capacity in any proceeding or application request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore. **NMIAC Section 70-30.3-725(a)**

Kickbacks. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for award of a subcontractor or order. **NMIAC 70-30.3-725(b)**

Contingent Fees. It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure government contracts upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. **NMIAC 70-30.3-730**

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

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

The bidder submitting the lowest responsible bid will be subject to a responsibility determination in conformance with the CNMI Procurement Regulations Section 3-245. The responsible bidder submitting the lowest responsible bid will be awarded a contract with NMHC.

NMHC reserves the right to reject any and all bids 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.



Vinney Atalig-Hocog
Chairman
NMHC Board of Directors

Francisco C. Aguon
Acting Director
Division of Procurement of Supply

Northern Marianas Housing Corporation (NMHC)

Website Design for the Community Development Block Grant- Disaster Recovery (CDBG-DR) Program

Instructions and Scope of Work

Introduction:

The NMHC is soliciting from qualified firms to create a comprehensive website for the CDBG-DR program. The website will be a primary source of information to the general public regarding the CDBG-DR program as an easily accessible digital platform to provide transparency and accountability in the use of CDBG-DR program funds.

The website shall be designed to be fully interactive and user friendly for people whom are not familiar with website function, and to accommodate people with disabilities.

Scope of Work:

Base Bid:

1. The developer shall work with the NMHC CDBG-DR program personnel and NMHC Office Manager in creating and developing a fully functioning and interactive website for the CDBG-DR program.
 - a) Once the developer has gathered the details on the website design and components, the developer shall provide a draft demo of the website for review and approval.
2. Website shall have ample storage for web-based applications and data forms.
3. Website shall be able to produce data analytics.
4. Developer shall recommend to NMHC on the best web hosting services to operate the website.
 - a) Website shall be integrated with firewalls and all security features to ensure the information of the agency and individuals are protected.
5. Developer shall ensure the website contents, website hosting, and domain shall solely be owned by the NMHC.
6. Developer shall provide at least two (2) training on operating the website.
7. Developer shall provide one (1) year service assistance after launching of the website.
8. Provide service call charges after the one (1) year service assistance.

The development and launching of the website shall be completed within thirty (30) calendar days after the issuance of the Notice to Proceed.

Additive Bid:

- To redevelop the existing NMHC official website using the same hosting vendor.
- The developer shall work with the NMHC Office Manager in creating and developing a function website for the NMHC office.
- Developer shall provide at least one (1) training on operating the website.
- Developer shall provide one (1) year services assistance after launching of the website.
- Provide service call charges after the one (1) year service assistance.

Bid Information:

A mandatory pre-bid conference will be held at the NMHC Conference Room located in Garapan on February 21, 2020, 10:00 a.m.

Bid Submission: Sealed bids must be marked NMHC IFB 2020-007. Bidders shall provide one (1) original and three (3) copies of the sealed bids and must be submitted to the Director of Procurement and Supply in Capitol Hill, Saipan, MP 96950, no later than 10:30 a.m., local time March 06, 2020. Bids received after the date and time will not be accepted.

Bid Submission Document Requirements:

1. Bid Form
2. Non-Collusion Affidavit
3. Equal Employment Opportunity
4. Certification of Drug-Free Workplace
5. HUD Small, Minority, Women Owned Business Concern Representation
6. CNMI Business License
7. Company Profile

If you may have any questions or concerns, please do not hesitate to contact Mr. Jacob Muna, Office Manager/Procurement Officer at (670)234-6866/9447 or email at officemanager@nmhcgov.net.

BID FORM

TO: Contracting Officer
Commonwealth of the Northern Mariana Islands
Saipan, MP 96950

PROJECT:

NMHC IFB 2020-007: Website Design for the Community Development Block Grant- Disaster Recovery (CDBG-DR) Program

- A. The undersigned bidder, having examined all pertinent documents relating to the Invitation for Bid, proposes to provide all labor, materials, equipment, tools, appliances, transportation, storage, and items incidental to completing all work for the following total lump price and including all applicable taxes required by the CNMI government such as: "Excise Tax".

1. BASE BID: COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY (CDBG-DR) WEBSITE DESIGN

_____ (\$ _____)

2. ADDITIVE BID: REDEVELOPMENT OF THE NMHC WEBSITE

_____ (\$ _____)

2. The bidder hereby further agrees to commence work under this contract on the date in the written "Notice to Proceed" as established by the Government and to fully complete the project within **Ninety (30)** calendar days thereafter, as stipulated in the Contract Documents.

The bidder further agrees to pay as liquidated damages the sum of **One Hundred Dollars (\$100.00)** for each and every calendar day that the project is delayed beyond the established time.

3. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, and to the best of his knowledge and belief that:
1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
 2. Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by the bidder or with any competitor.
 3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
4. This bid may be withdrawn at any time prior to the scheduled time for the opening of the bids or any authorized postponement thereof.

Representative: _____
(Print Name) (Signature)
Title: _____
Company: _____
Mailing Address: _____
Email Address: _____
Phone: _____ Fax: _____

NON-COLLUSION AFFIDAVIT

Project:

Commonwealth of the Northern Mariana Islands

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS)
) SS
SAIPAN, MARIANA ISLANDS)

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

That he is _____
(A partner or officer in the firm of, etc.)

of the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiance or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure advantage against the Commonwealth of the Northern Mariana Islands or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of _____

Bidder, if the bidder is an individual;
Partner, if the bidder is a partnership;
Officer, if the bidder is a corporation;

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

Seal of Notary Public

My commission expires 20

SMALL, MINORITY, WOMEN-OWNED BUSINESS CONCERN REPRESENTATION

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

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

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

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

(check the block applicable to you)

☐ Black Americans ☐ Asian Pacific Americans

☐ Hispanic Americans ☐ Asian Indian Americans

☐ Native Americans ☐ Hasidic Jewish Americans

Bidder's/Proposer's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name & Mailing Address)

Telephone: _____

Fax No.: _____

NORTHERN MARIANAS HOUSING CORPORATION

CONTRACTOR'S ASSURANCES

(ALL contracts and subcontracts)

1. The Civil Rights and Age Discrimination Acts Assurances:

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

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

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

unless the Grantee or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

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

3. State Nondiscrimination Clause:

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

Bidder's/Proposer's Certification and Signature:

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

(Signature)

(Date)

(Typed or Printed Name)

(Title)

(Company Name & Mailing Address)

Telephone: _____

Fax No. _____

Other Contact Nos.: _____

EQUAL EMPLOYMENT OPPORTUNITY

Date: _____

PROJECT: _____

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

Representative: _____
(Print Name) (Signature)

Title: _____

Company: _____

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

PROJECT: _____

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

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

- A. The contractor certifies that it will provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited at the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing a drug-free awareness programs to inform employees about:
 - (1) The dangers of drug abuse in the workplace; and the contractor's policy of maintaining a drug-free workplace;
 - (2) Any available drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that such employee to be engaged in the performance of the work be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract, the employee will:

- (1) Abide by the terms of the statement and notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the Government within ten days after receiving notice under subparagraph (d) (1), with respect to any employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (1), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or requiring such employee to participate satisfactorily, complete a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or Local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

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

Place of Performance (Street, Road, Village, Island)
Contractor must specify all sites associated with the project ie., offices/project area(s)and surrounding sites.

Representative:

(Print Name)

(Signature)

Title: _____

Company: _____

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
CONTRACT FOR PURCHASE OF SERVICES

I. PARTIES

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

Contractor is a Limited Liability Company.

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

II. NOTICE

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

Attn:

Mr. Jesse S. Palacios, Corporate Director

Northern Marianas Housing Corporation
P.O. Box 500514
Saipan, MP 96950
Tel: (670)234-6866

Mr. Francisco C. Aguon
Acting-Director
Procurement & Supply
P.O. Box 510008
Saipan, MP 96950
(670)664-1500

Website Company Owner
Address
Saipan, MP 96950
Tel: (670)234-0000

III. COMMUNICATION

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

IV. GENERAL PURPOSE

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

1. To develop and design the website for the Community Development Block Grant- Disaster Recovery (CDBG-DR) program.

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

The services will be provided on the island of *Saipan*.

The services will be performed for a duration of *30 calendar days*.

V. CONTRACTOR TO PROVIDE EQUIPMENT

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

VI. WARRANTY

As provided in the Scope of Work (Exhibit B)

VII. CONTRACT DOCUMENTS

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

| EXHIBIT | NAME OF DOCUMENT |
|----------------|-------------------------------|
| A | Standard Terms and Conditions |
| B | Scope of Work |

VIII. CONSIDERATION AND SCOPE OF WORK

Contractor agrees to perform the services described in this contract and the documents attached and incorporated into this contract. The NMHC agrees to pay contractor in the amount not to exceed **XXXX (\$XX,XXX.00)** in exchange for the development and design of the website, and goods if any. In addition, the consideration for this agreement is in the mutual covenants and stipulations hereby agreed to by the parties and set out in the following paragraphs.

IX. DURATION OF CONTRACT

The Contractor will begin its performance upon receipt of a Notice to Proceed by NMHC.

This contract will remain in effect for a period of **Thirty (30) Calendar Days** after the receipt of the Notice to Proceed.

X. CONTRACT EXTENSION

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

XI. DELIVERY AND PAYMENT

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

| DATE THE NMHC RECEIVES INVOICE | INVOICE AMOUNT | PAYMENT DUE DATE |
|--|-----------------------|--|
| 15 th and 30 th of Each of Month | | NMHC shall pay the contractor within 30 days after submission of an invoice. |
| | | |
| | | |
| | | |
| | | |

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

XII. SIGNATURE REQUIREMENTS

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

XIII. ADJUSTMENTS OF TIME FOR PERFORMANCE

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

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

XIV. SIGNATURES

1. Expenditure Authority

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

Vinney Atalig-Hocog, Chairman
NMHC Board of Directors
Expenditure Authority

Date:

2. Contracting Officer

Jesse S. Palacios, Corporate Director
Contracting Officer

Date:

3. Procurement and Supply

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

Francisco C. Aguon
Acting-Director of Procurement and Supply

Date

4. NMHC Fiscal Division

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

Account: _____

Amount: \$

Michael G. Barto
Chief Financial Officer

Date

5. NMHC Certification of Funds

Zenie P. Mafnas
Deputy Corporate Director

Date

6. Attorney General

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

Edward Manibusan
Attorney General

Date

7. Governor

Ralph Deleon Guerrero Torres
Governor

Date

8. Contractor – XXX:

On behalf of the Contractor, I represent that I am authorized to bind the Contractor to the terms of this Contract, and by my signature I do hereby accept and bind the Contractor to

the terms of this Contract. I further represent for the Contractor that no person associated with the Contractor has retained any person in violation of the Commonwealth Procurement Regulations.

PRINTED NAME OF SIGNING AUTHORITY

TITLE

SIGNATURE OF SIGNING AUTHORITY

Date

9. CERTIFICATION OF CONTRACT COMPLETION

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

Francisco C. Aguon
Acting-Director of Procurement and Supply

Date

XV. END OF CONTRACT DOCUMENT

Procurement Information
(For government purposes only)

Method of Procurement (Check one only)

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

Type of Procurement (Check one only)

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

Government contract numbers of all related contracts with the Vendor:

Insert Contract Numbers, or NONE

EXHIBIT A
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
STANDARD TERMS AND CONDITIONS

I. TAXES, INSURANCE, AND PERMITS

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

II. LITIGATION

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

III. CONTRACT SUBJECT TO FUNDING

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

IV. SATISFACTION OF EXPENDITURE AUTHORITY REQUIRED

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

V. REGULATIONS CONTROLLING

This contract is void if either the procurement processes or contract execution fails to comply with the Commonwealth Procurement Regulations codified by NMIAC §§ 70-30.3-001, et seq. Any procurement action of a government official or employee in violation of said regulations is not authorized by the government and is an act for which the government will not take responsibility or be liable in any manner. The Contractor and the government Contracting Officer hereby certify that they have both read and understand said procurement regulations and have complied with all such regulations.

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

If the contract is in violation of the procurement regulations codified by NMIAC §§ 70-30.3-001, et seq., then the Contractor may be subject to debarment or suspension from government contracting. Any person found to be violating the procurement regulations may be personally liable for any damages incurred, in addition to other penalties provided for by law or regulation.

VII. CONTRACT DISPUTES

1. Any dispute arising under this contract between the Commonwealth and the Contractor shall be submitted to administrative review and appeal as provided for by the procurement regulations codified by NMIAC §§ 70-30.3-001, et seq.
2. Commonwealth law governs this contract.
3. The Commonwealth will not be held liable for interest on any judgment taken as a result of any legal action in connection with this contract.
4. The Commonwealth will not be held liable for any punitive damages as a result of any legal action in connection with this contract.
5. The Commonwealth will not be held liable for any attorneys' fees incurred by the Contractor as a result of any legal action in connection with this contract.

VIII. GRATUITIES

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

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

IX. RIGHT TO AUDIT

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

X. KICKBACKS PROHIBITED

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

XI. CONTINGENT FEES

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

XII. TERMINATION FOR DEFAULT

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

XIII. TERMINATION FOR CONVENIENCE

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

XIV. ASSURANCES

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

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

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

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

END OF DOCUMENT