



NORTHERN MARIANAS HOUSING CORPORATION

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

Email: nmhc@nmhc.gov.mp

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

Tels: (670) 234-9447

234-6866

234-7670

Fax: (670) 234-9021

10/25/2021

Mr. David J. Rillera, Jr.
Construction Manager
DR Safety Consultant, LLC.
Box 10001, PMB 381
Saipan, MP 96950
Tel: (671)929-2261
Email: drsafetyconsultant@yahoo.com

RE: Notice To Proceed
Consulting Services for the Preparation of Environmental Review Records
(NMHC RFP 2021-009) Contract No.: NMHC 2021-058: \$500,000.00

Dear Mr. Rillera:

This letter is our formal notice to proceed to commence the Consulting Services for the Preparation of Environmental Review Records. The performance time of your contract shall commence on October 22, 2021, and shall expire one-year thereafter or upon depletion of the contract price. Your company shall abide by all the terms and conditions stated in the enclosed contract.

For payments, your company will be paid on actual work done. In order for your company to be paid promptly the following are the procedures for payment submission.

1. The NMHC shall issue a work order to your company with detailed instructions and completion deadline;
2. Upon completion of services your company shall submit a Certification of Completion by your company to NMHC for review and approval;
3. Upon approval of the Certification of Completion to your company you may submit an invoice to NMHC;
4. The invoice shall include the following attachments: Work Order; Certification of Completion; and a copy of the Environmental Review Record.

If you may have any questions or concerns, please do not hesitate to contact Mr. Jacob Muna, Office Manager/Procurement Officer at the numbers listed above or you email him at jjmuna@nmhc.gov.mp.

Sincerely,



Jesse S. Palacios
Corporate Director



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

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

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

Rota Field Office
Tel: (670)532-9410
Fax: (670)532-9441

ROUTING SLIP

ROUTE	DEPARTMENT/OFFICE	PRINT	DATE IN	DATE OUT
1.	NMHC PROCUREMENT	JACOB		8/24/21
2.	CORPORATE DIRECTOR	JS Palacios	8/24/21	8/24/21
3.	ACTING CHIEF FINANCIAL OFFICER	ROGER	8/25/21	8/25/21
4.	ATTORNEY GENERAL	Sephora	08/25/21	8/26/21
5.	CHAIRWOMAN NMHC BOARD OF DIRECTORS	M Tomokane	8/26/21	8/26/21
6.	CONTRACTOR	D Rillera	8/27/21	8/27/21
7.	NMHC PROCUREMENT	JACOB	8/27/21	8/27/21

CONTRACT SPECIFICATION

EXPENDITURE AUTHORITY : Jesse S. Palacios, Corporate Director

TYPE OF PROCUREMENT : Competitive Sealed Proposal

VENDOR : DR Safety Consultants, LLC.

PROJECT : Consulting Services for the Preparation of Environmental Review Records (NMHC IFB 2021-009)

AMOUNT : ADD -0-

TOTAL CONTRACT AMOUNT : NTE: \$500,000.00

ACCOUNT NUMBER : DR. 53200

CONTRACT NUMBER : NMHC 2021-058

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

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 DR Safety Consultants, LLC. is referred to in this contract as the "Contractor."

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

II. NOTICE

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

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

David J. Rillera, Jr.
Construction Manager
Box 10001 PMB 381
Saipan, MP 96950
Tel: (671)929-2261
Email: drsafetyconsultant@yahoo.com

III. COMMUNICATION

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

IV. GENERAL PURPOSE

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

1. Consulting Services for the Preparation of Environmental Review Records

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

The services will be provided on the island of Saipan.

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

V. CONTRACTOR TO PROVIDE EQUIPMENT

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

VI. WARRANTY

N/A

VII. CONTRACT DOCUMENTS

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

EXHIBIT	NAME OF DOCUMENT
A	Standard Terms and Conditions
B	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 **Five Hundred Thousand Dollars (\$500,000.00)** in exchange for consulting services for the preparation of environmental review records for the Community Development Block Grant Disaster Recovery (CDBG-DR) Program. In addition, the consideration for this agreement is in the mutual covenants and stipulations hereby agreed to by the parties and set out in the following paragraphs.

IX. DURATION OF CONTRACT

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

This contract will remain in effect for a period of one (1) year or until the contract amount is depleted. NMHC has the option to renew for another year with the same price, terms and conditions, and upon satisfactory performance and availability of funding. The services shall commence upon receipt of a Notice To Proceed.

X. CONTRACT EXTENSION

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

XI. DELIVERY AND PAYMENT

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

DATE THE NMHC RECEIVES INVOICE	INVOICE AMOUNT	PAYMENT DUE DATE
Progressive Basis (upon completion of actual work done and approved by NMHC)		NMHC will issue payment to the contractor within 30 days after submitting an invoice.

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

XII. SIGNATURE REQUIREMENTS

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

XIII. ADJUSTMENTS OF TIME FOR PERFORMANCE

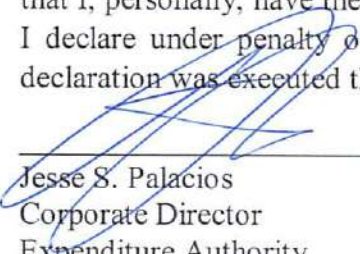
The Expenditure Authority may grant the Contractor up to thirty additional days to complete the delivery of the services required by this contract. A grant of additional time will only be effective if it is placed in writing and signed by the Expenditure Authority.

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

XIV. SIGNATURES

1. Expenditure Authority

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



Jesse S. Palacios
Corporate Director
Expenditure Authority

8/24/21

Date:

2. Procurement and Supply

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



Jacob Muna
Procurement Officer

8/24/21

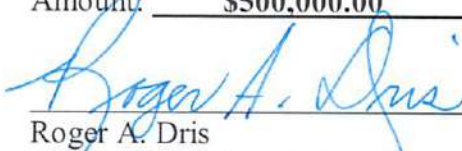
Date

3. NMHC Fiscal Division

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

Account: DR1. 53200

Amount: \$500,000.00




Roger A. Dris
Acting-Chief Financial Officer

8/25/21

Date

4. Attorney General:

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



Edward Manibusan
Attorney General

8/26/2021

Date

5. NMHC Board of Directors



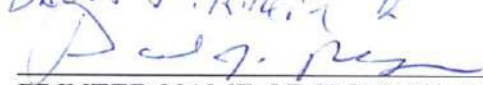
Merced "Marcie" M. Tomokane
Chairwoman

08/26/2021

Date

6. Contractor – **DR Safety Consultants, LLC.**:

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.

DAVID J. RILEY II


PRINTED NAME OF SIGNING AUTHORITY

President

TITLE

SIGNATURE OF SIGNING AUTHORITY

8/27/21

Date

7. CERTIFICATION OF CONTRACT COMPLETION

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



Jacob Muha
Procurement Officer



Date

XV. END OF CONTRACT DOCUMENT

Procurement Information
(For government purposes only)

Method of Procurement (Check one only)

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

Type of Procurement (Check one only)

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

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

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

I. TAXES, INSURANCE, AND PERMITS

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

II. LITIGATION

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

III. CONTRACT SUBJECT TO FUNDING

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

IV. SATISFACTION OF EXPENDITURE AUTHORITY REQUIRED

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

V. REGULATIONS CONTROLLING

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

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

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

VII. CONTRACT DISPUTES

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

VIII. GRATUITIES

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

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

IX. RIGHT TO AUDIT

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

X. KICKBACKS PROHIBITED

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

XI. CONTINGENT FEES

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

XII. TERMINATION FOR DEFAULT

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

XIII. TERMINATION FOR CONVENIENCE

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

XIV. ASSURANCES

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

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

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

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

END OF DOCUMENT



NORTHERN MARIANAS HOUSING CORPORATION

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

Email: nmhc@nmhc.gov.mp

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

REQUEST FOR PROPOSALS (RFP)

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

NMHC RFP 2021-009

BID SUBMISSION DATE & TIME: June 1, 2021, 10:00 a.m.

Consulting Services for the Preparation of Environmental Review Records"

The Request for Proposals and Scope of Services will be available on April 29, 2021 at the NMHC website at www.nmhc.gov.net by clicking on the "Procurement Tab" or by visiting the CDBG-DR website at www.cnmi-cdbgdr.com.

Inquiries regarding this RFP must be submitted in writing or email to Mr. Jacob Muna, Office Manager/Procurement Officer at officemanager@nmhc.gov.net or submitted by facsimile to (670)234-9021 no later than 4:00 PM local time on May 14, 2021.

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

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

/s/

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

/s/

Marcie M. Tomokane
Chairwoman
NMHC Board of Directors



NORTHERN MARIANAS HOUSING CORPORATION

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

Email: nmhc@nmhc.gov.mp

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

REQUEST FOR PROPOSALS NMHC RFP 2021-009

“Consulting Services for the Preparation of Environmental Review Records”

The Northern Marianas Housing Corporation (NMHC) is soliciting sealed proposals from prospective vendors for the preparation of environmental review records for projects funded by the U.S. Department of Housing and Urban Development (HUD).

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

The Request for Proposals and Scope of Services is available on April 29, 2021, online at www.nmhcgov.net by clicking on the “Procurement” tab or by visiting the CDBG-DR website at www.cnmi-cdbgdr.com.

Inquiries regarding this RFP must be submitted in writing or email to Mr. Jacob Muna, Office Manager/Procurement Officer at officemanager@nmhcgov.net or submitted via facsimile to (670)234-9021, no later than 4:00 p.m. local time on May 14, 2021.

Selection Criteria:

Proposals shall be evaluated based on the following criteria:

1. Technical Criteria: 40 Points
2. Management Criteria: 40 Points
3. Cost Criteria: 10 Points
4. Responsibility Criteria: 10 Points

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

Sealed proposals must be marked “NMHC RFP 2021-009.” Five (5) copies and one (1) digital copy of sealed proposals must be submitted to the NMHC Central Office, Garapan, Saipan, MP 96950, no later than 10:00 a.m., local time **June 1, 2021**. Proposals received after the date and time will not be accepted. Offers located outside of the CNMI may obtain an additional seven (7) working days for receipt of their proposals by submitting a Notice of Intent to Submit a Proposal. Notice of Intent to Submit a Proposal must be received by the Procurement Officer no later than 10:00 a.m., local time, **June 1, 2021**, and must be transmitted via facsimile to (670)234-9021, or via email to officemanager@nmhcgov.net. Offerors located outside the CNMI, shall provide five (5) copies and one (1) digital copy of the sealed proposals must be postmarked by the U.S. Postal Service or the official government postal service of a foreign country no later than **June 1, 2021** and must be received at NMHC no later than **June 11, 2021**. Failure to submit the required number of copies may result in the rejection of your proposals.

Proposals will be opened in accordance with NMIAC §100-60-210(d) at the NMHC Central Office, Garapan, Saipan on **June 1, 2021**. However, if no notice of intent to submit a proposal received from offerors outside the CNMI,

proposals will be opened on **June 14, 2021** NMHC will prepare a register of proposals received in response to the RFP which will be opened for public inspection after the contract award..

Breach of Ethical Standard

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

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

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

NMHC hereby notifies all offers 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 proposals 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 offerors to the "maximum extent feasible", take affirmative steps to provide training, contracting and employment opportunities and help ensure that the economic opportunities generated by these HUD funds are provided to local low-income residents in Saipan.

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

NMHC reserves the right to reject any or all proposals and waive any imperfection in the proposal in the best interest of NMHC. All proposals shall become the property of NMHC.

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

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

SCOPE OF SERVICES

Consulting Services for the Preparation of Environmental Review Records for Projects Funded by the U.S. Department of Housing and Urban Development (HUD)

The Northern Marianas Housing Corporation (NMHC) REQUEST FOR PROPOSALS (RFP) for Consulting Services for the Preparation of Environmental Review Records for Projects Funded by the U.S. Department of Housing and Urban Development (HUD)

I. OVERVIEW & GENERAL INFORMATION. NMHC is requesting proposals from qualified firms to prepare Environmental Review Records for activities funded under the following United States Department of Housing and Urban Development (HUD) programs: Community Development Block Grant (CDBG) Program (including CDBG-DR) and the Home Investment Partnerships (HOME) Program.

The consultant, on behalf of the Commonwealth of the Northern Mariana Islands (CNMI) through NMHC, will prepare the Environmental Review Records in accordance with all applicable federal regulations. Firm(s) should demonstrate experience in working with state or local governments in the area of environmental clearances for federal (HUD and FEMA) projects. Firm(s) should have a working knowledge of requirements of NEPA, 24 CFR Part 58, and other federal laws and authorities, including the National Historic Preservation Act, Executive Order 11988 (Floodplain Management), Executive Order 11990 (Wetland Protection), Clean Air Act, 24 CFR Part 51, Executive Order 12898 (Environmental Justice), Coastal Zone Management Act of 1972, Coastal Barrier Resources Act of 1982, Endangered Species Act of 1973, and Wild and Scenic Rivers Act of 1968.

II PROCEDURE AND SCHEDULE OF EVENTS. NMHC is utilizing the provisions of "Competitive Sealed Proposals" of the NMHC Procurement Regulations. All submitted proposals will be evaluated based on the regulations governing competitive sealed proposals in NMIAC §100-60-210. Each offer will be evaluated on ability to deliver the desired services.

NMHC shall not be responsible for any costs or expenses associated with the preparation of any proposal submitted in response to this Request for Proposals. NMHC reserves the right, without prior notice to supplement, amend or otherwise request additional information from offerors in accordance with applicable laws and regulations.

NMHC reserves the right to reject any or all proposals or waive any imperfection in the proposal in the best interest of NMHC. All proposals shall become the property of NMHC.

NMHC reserves the right to investigate, contact or otherwise inquire as to the accuracy and completeness of any and all information furnished by the offeror. The offeror shall be fully liable for any inaccuracies, omissions and misstatements in its supporting documentation.

No proposal shall be deemed accepted or a contract awarded until all proposals have been reviewed and evaluated. The successful offeror will be subject to a responsibility determination in accordance with the NMHC Procurement Regulations, specifically NMIAC § 100-60-245.

A. Questions/Inquiries. Offerors are expected to read this document carefully and ask questions in a timely manner, as more specifically provided herein. NMHC assumes the offerors have read and understood any and all provisions described herein, and any questions will be raised in a timely manner.

Any questions or inquiries regarding this Request for Proposals must be made in writing via facsimile by **May 14, 2021** by 4:00 pm to Jacob Muna, Procurement Officer, (670) 234-9021 or email at officemanager@nmhcgov.net. Please do not submit questions piecemeal. Kindly collate any and all questions into one document that is submitted to the Procurement Officer. Multiple submissions by one respondent may not be answered. No questions will be considered if they are received after the designated time.

B. Proposal Response. All Proposals must be sealed and marked "NMHC RFP 2021-009." Five (5) copies and one (1) digital copy of sealed proposals must be submitted to the NMHC Central Office, Garapan, Saipan, MP 96950, no later than 10:00 a.m., local time **June 1, 2021**. Proposals received after the date and time will not be accepted. Offerors located outside of the CNMI may obtain an additional seven (7) working days for receipt of their proposals by submitting a Notice of Intent to Submit a Proposal. Notice of Intent to Submit a Proposal must be received by the Procurement Officer no later than 10:00 a.m., local time, **June 1, 2021**, and must be transmitted via facsimile to (670)234-9021, or via email to officemanager@nmhcgov.net. Offerors located outside the CNMI shall provide five (5) copies of the sealed proposals with one (1) digital copy and must be postmarked by the U.S. Postal Service or the official government postal service of a foreign country no later than **June 1, 2021** and must be received at NMHC no later than **June 11, 2021**. Failure to submit the required number of copies may result in the rejection of your proposals.

Proposals will be opened in accordance with NMIAC § 100-60-210(d) at the NMHC Central Office, Garapan, Saipan on **June 11, 2021**. However, if no notice of intent to submit a proposal is received from offerors outside the CNMI, proposals will be opened on **June 1, 2021**. NMHC will prepare a register of proposals received in response to the RFP which will be opened for public inspection after the contract award.

C. Criteria. The award of the contract shall be at the sole discretion of NMHC. Pursuant to §100-60-210, the award of this competitive contract shall be based on an evaluation of the proposals as to technical, management, and price related criteria. NMHC reserves the right to enter into any contract deemed to be in the best interest of the CNMI based on the criteria. NMHC shall weigh various factors including experience, capability, skill, quality of the proposal and price. Each proposal submission will be independently evaluated and selection will be made limited to the criteria listed below.

1. Technical criteria (40 points): i. Proposed methodology: (1) Does the offeror's proposal demonstrate the following: experience, capability, skill, clear understanding of the scope of work and related objectives? (2) Is the offeror's proposal complete and responsive to the specific RFP requirements? (3) Has the past performance of the offeror's proposed methodology been documented?

2. Management criteria (40 points):

i. Project management:

(1) How well does the proposed scheduling time line meet the contracting unit's needs?

(2) Is there a project management plan?

ii. History and experience in performing the work:

- (1) Does the offeror document a record of reliability of timely delivery and on time and on-budget implementation?
- (2) Does the offeror demonstrate a track record of service as evidenced by on time, on-budget, and contract compliance performance?
- (3) Does the offeror document industry or program experience?

iii. Availability of personnel, facilities, equipment and other resources:

- (1) To what extent does the offeror rely on in-house resources vs. contracted resources?
- (2) Are the availability of in-house and contract resources documented?

iv. Qualification and experience of personnel:

- (1) Documentation of experience in performing similar work by employees and when appropriate, sub-contractors?
- (2) Does the offeror make use of business capabilities or initiatives that involve women, the disadvantaged, small and/or minority owned business establishments?

3. Price (10 points): Cost of goods to be provided or services to be performed: (1) Relative cost: How does the cost compare to other similarly scored proposals? (2) Full explanation: Is the price and its component charges, fees, etc. adequately explained or documented?

4. Responsibility Criteria (10 points): (1) Does the offeror have sufficient financial resources to meet its obligations? Kindly submit audited financial statements. (2) Does the offeror have a record of professional integrity and reputation? References will be requested.

D. Duration of Contract and Contract Termination. The term of the contract to be awarded pursuant to this Request for Proposals shall be for a maximum of two (2) years (one year extension after the first year of the contract), commencing upon the award of the contract, in accordance with Competitive Contracting procedures in the NMHC Procurement Regulations. NMHC may terminate contract upon written notice given 30 days prior to termination. In the event services are scheduled to end either by contract expiration or by termination, it shall be incumbent upon the consultant to continue the services or accept reauthorized services, if requested by NMHC, until new services can be completely operational. This transitional period may extend for up to 180 days beyond the expiration date of the existing contract. The consultant will be reimbursed for this service at the rate in effect when NMHC invoked this transitional period clause. The consultant shall comply with all applicable federal, state, and local statutes, rules and regulations. Failure to comply may be cause for termination.

It is the offeror's responsibility to verify and obtain any additional information necessary to ensure that their submission is accurate and contains all costs.

The offeror may submit any additional information she or he feels would be beneficial to NMHC's analysis. However, this additional material may or may not be considered by the evaluation committee depending on whether or not the additional material conforms to the evaluation criteria set forth herein.

III. GENERAL SCOPE OF SERVICES. The consultant will prepare Environmental Reviews for the NMHC's CDBG, CDBG-DR and HOME funded activities in accordance with each program's regulations as well as all federal, and Commonwealth requirements. In addition, the consultant is required to develop Environmental Review Policies and Procedures for NMHC.

NMHC currently conducts all in-house environmental reviews, but due to the volume of projects and various levels of environmental reviews that need to be completed, NMHC is seeking professional assistance to expedite the environmental reviews of over 40 projects. The selected vendor will primarily be used to complete Environmental Reviews for projects meeting one of the following review categories: Environmental Impact Statements, Environmental Assessments, Categorically Excluded Activities Subject to Part 58, and tiered environmental reviews. Additionally, the consultant may be engaged in conducting a non-complex environmental review as needed.

All reviews shall be completed in accordance with applicable Federal and Commonwealth legal requirements and must be prepared in a way that easily allows NMHC staff to enter them directly into the HEROS system. If/when HUD allows consultants to prepare and/or submit, directly to HUD, on behalf of the responsible entity, NMHC may request the selected consultant to do so.

All required notices, public statements, Request for Release of Funds (RROFs) letters, response to public comments, mitigation responses (if any), and response to any environmental review issues shall be prepared by the consultant. The NMHC will be responsible for the posting and payment of public notices in local newspaper(s). Consultant shall be responsible for consulting with required and recommended parties.

IV. RESPONSE FORMAT. All responses shall be submitted in the following format to assist in making an award as expeditiously as possible. Each section must be tabbed and labeled.

A. Letter of Introduction (1) The letter of introduction shall include a company profile and your market as it relates to this Request for Proposals. The letter of introduction shall include a history of the company, detailing the number of years it has been in business under its present name and the number of years the company has been under the current management. (2) Provide a description of the business organization (i.e., corporation, partnership, business venture, etc.) of your firm and its ownership. Provide the names and business addresses of all Principals of the firm submitting the Request for Proposals. For purposes of this Request for Proposals, "Principals" mean persons possessing an ownership interest in the offeror. If the offeror is a corporation, "Principals" shall include each investor who would have any amount of operational control over the offeror and every stockholder having an ownership interest of 10 % or more in the organization. If the organization is a partially-owned or a wholly-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parent company's approval rights over the activities of the firm submitting the Request for Proposals. If the offeror is a partnership or similar organization, provide comparable information as required above for each member of the partnership or similar organization.

B. Professional & Company Information (1) All proposals shall include resumes of all employees to be assigned to this contract, setting forth their education, qualifications, experience and training. Any certifications and licenses referred to in an employee's resume shall be provided. Resumes shall include employees' length of service with respondent. Employees shall have demonstrable experience in supporting the work described herein. (2) The offeror shall provide a current table of organization. (3) The

offeror shall provide a client list of its current and recent (within last two years) projects, facilities, agencies, etc. which your firm is now serving with a description and scope of work of each project. The client list must include company name and address, company subdivision, department or office, contract starting and ending time periods, contact name(s), their phone and fax numbers. (4) Your submission shall include a list of all current and recent (within last two years) governmental agency clients within the CNMI with a description and scope of work of each project. The government agency client list must include agency name and address, agency subdivision, department or office, contract starting and ending time periods, contact name(s), their phone and fax numbers. (5) Provide NMHC with a list of three (3) professional references that are not clients. The professional references must include company name and address, company subdivision, department or office, contact name(s), their phone and fax numbers. (6) The offeror shall provide audited or reviewed financial statements for the most recent five (5) year period, conducted by a licensed Public Accountant (PA) or Certified Public Accountant (CPA). If not conducted by a PA or CPA, the owner and preparer of the financial statements must sign the financial statements. At a minimum, your submission shall include a balance sheet, including retained earnings, income statement, cash flow statement and related footnote disclosures. If the respondent is a wholly owned subsidiary of another company or corporation, and does not possess audited or reviewed financial statements, unaudited financial statements of the subsidiary for the most recent three (3) year period must be submitted as supplemental information to the parent company's audited or reviewed financial statements in order to meet this requirement. (7) The offeror shall list all immediate relatives of its Principal(s) who are NMHC employees or elected officials of the CNMI. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation. If the Principal(s) have no immediate relatives employed or elected, it must be stated as so. (8) The offeror shall provide a complete history of any legal filings or litigation your company is or has been involved in regarding your client base. Please include the caption, docket number, nature of the allegation, or, in cases that were settled, the amount and nature of the settlement. This list shall include litigation related to your company and/or its principals. Please disclose any past or current proceedings, actions, orders or other stipulations against the responding contractors by federal or state regulatory agencies. Please disclose any material judgments, decrees, stipulations, arbitrations, investigations, labor disputes, other administrative proceedings or claims threatened against or affecting your business, its financial condition or its assets which may alter the terms and conditions of your proposal to the CNMI. The successful respondent and its employees may be required to undergo a criminal background check encompassing federal and state levels of government.

C. Profile of Services. Offeror shall provide a proposed approach to performing the scope of work requested in this section. This includes a tentative project timeline for each level of environmental review, reflecting milestones and durations for each task to be completed to successfully implement the proposed solution. A final schedule of these tasks will be mutually agreed upon after a firm is selected. Additionally, firms shall submit samples of similar work product, including at least two completed Environmental Reviews.

D. Price Proposal. The proposed fee schedule should give consideration to level of clearance pursuant to 24 CFR part 58, required and size and complexity (such as tiering under 24 CFR § 58.15) of each review. A lump sum figure for each level of review should be provided. This should be firm, fully loaded price.

- Exempt Activities (24 CFR § 58.34) \$. _____

- Categorically Excluded Activities Not Subject to § 58.5 (24 CFR § 58.35 (b)) \$ _____
- Categorically Excluded Activities Subject to § 58 (24 CFR § 58.35 (a)) \$ _____
- Tiered Environmental reviews (24 CFR § 58.15): o Tier 1 \$ _____ o Tier 2 \$ _____
- Environmental Assessment (24 CFR § 58.36): \$ _____
- Environmental Impact Statement (24 CFR § 58.37) \$ _____

Additionally, cost proposal should provide proposed fee schedule including hourly rate and other expenses for services beyond ERR reviews. This includes development of Environmental Review Policies and Procedures as well as consultation as needed. The fee schedule should provide a breakdown of rates for individual personnel and all reimbursable expenses if applicable.

E. Required Documents & Forms.

- Non-Collusion Affidavit
- Contractor's Statement
- Contractor's Assurance
- Equal Employment Opportunity
- Small, Minority, Women-Owned Business Concerns Representation
- Certification Regarding Drug-Free Workplace Requirements
- Sample Template of Environmental Review forms
- Offeror shall submit a copy of their business license

NON-COLLUSION AFFIDAVIT

Project: _____
Commonwealth of the Northern Mariana Islands

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

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

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

Signature of

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

Seal of Notary Public

My commission expires _____ 20____.

CONTRACTOR'S STATEMENT

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/she is _____
(A partner or officer in the firm of, etc.)

Of the party making the foregoing proposal or bid, that such proposal or bid is genuine and represents that he has not retained any person, or been retained, to solicit or secure this contract 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.

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____.

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).

SMALL, MINORITY, WOMEN-OWNED BUSINESS CONCERN REPRESENTATION

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

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

(check the block applicable to you)

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

Bidder's/Proposer's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name & Mailing Address)

Telephone: _____

Fax No.: _____

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: _____



U.S. Department of Housing and Urban
Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov
espanol.hud.gov

Environmental Review for Activity/Project that is Categorically Excluded Subject to Section 58.5 Pursuant to 24 CFR 58.35(a)

This is a suggested format that may be used by Responsible Entities to document completion of a
Categorically Excluded Subject to Section 58.5 environmental review.

Project Information

Project Name:

Responsible Entity:

Grant Recipient (if different than Responsible Entity):

State/Local Identifier:

Preparer:

Certifying Officer Name and Title:

Grant Recipient (if different than Responsible Entity):

Consultant (if applicable):

Direct Comments to:

Project Location:

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:

Level of Environmental Review Determination:

Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at
§58.5: _____

Funding Information

Grant Number	HUD Program	Funding Amount

Estimated Total HUD Funded Amount:

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]:

Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.6		
Airport Hazards 24 CFR Part 51 Subpart D	Yes No <input type="checkbox"/> <input type="checkbox"/>	
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes No <input type="checkbox"/> <input type="checkbox"/>	
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994	Yes No <input type="checkbox"/> <input type="checkbox"/>	

[42 USC 4001-4128 and 42 USC 5154a]		
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.5		
Clean Air Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	Yes No <input type="checkbox"/> <input type="checkbox"/>	
Coastal Zone Management Coastal Zone Management Act, sections 307(c) & (d)	Yes No <input type="checkbox"/> <input type="checkbox"/>	
Contamination and Toxic Substances 24 CFR Part 50.3(i) & 58.5(i)(2)	Yes No <input type="checkbox"/> <input type="checkbox"/>	
Endangered Species Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	Yes No <input type="checkbox"/> <input type="checkbox"/>	
Explosive and Flammable Hazards 24 CFR Part 51 Subpart C	Yes No <input type="checkbox"/> <input type="checkbox"/>	
Farmlands Protection Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658	Yes No <input type="checkbox"/> <input type="checkbox"/>	
Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR Part 55	Yes No <input type="checkbox"/> <input type="checkbox"/>	
Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	Yes No <input type="checkbox"/> <input type="checkbox"/>	
Noise Abatement and Control Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	Yes No <input type="checkbox"/> <input type="checkbox"/>	

Sole Source Aquifers Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	Yes No <input type="checkbox"/> <input type="checkbox"/>	
Wetlands Protection Executive Order 11990, particularly sections 2 and 5	Yes No <input type="checkbox"/> <input type="checkbox"/>	
Wild and Scenic Rivers Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes No <input type="checkbox"/> <input type="checkbox"/>	
ENVIRONMENTAL JUSTICE		
Environmental Justice Executive Order 12898	Yes No <input type="checkbox"/> <input type="checkbox"/>	

Field Inspection (Date and completed by):

Summary of Findings and Conclusions:

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure

Determination:

- ☐ This categorically excluded activity/project converts to Exempt, per 58.34(a)(12) because there are no circumstances which require compliance with any of the federal laws and authorities cited at §58.5. **Funds may be committed and drawn down after certification of this part** for this (now) EXEMPT project; OR
- ☐ This categorically excluded activity/project cannot convert to Exempt because there are circumstances which require compliance with one or more federal laws and authorities cited at §58.5. Complete consultation/mitigation protocol requirements, **publish NOI/RROF and obtain "Authority to Use Grant Funds"** (HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down any funds; OR
- ☐ This project is now subject to a full Environmental Assessment according to Part 58 Subpart E due to extraordinary circumstances (Section 58.35(c)).

Preparer Signature: _____ Date: _____

Name/Title/Organization: _____

Responsible Entity Agency Official Signature:

_____ Date: _____

Name/Title: _____

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).



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Environmental Assessment Determinations and Compliance Findings for HUD-assisted Projects 24 CFR Part 58

This is a suggested format that may be used by Responsible Entities to document completion of an Environmental Assessment.

Project Information

Project Name:

Responsible Entity: *Northern Marianas Housing Corporation (NMHC)
Commonwealth of the Northern Mariana Islands (CNMI)*

Grant Recipient (if different than Responsible Entity):

State/Local Identifier: *DUNS#: 854856277*

Preparer:

Certifying Officer Name and Title: *Jesse S. Palacios, Corporate Director*

Grant Recipient (if different than Responsible Entity):

Consultant (if applicable):

Direct Comments to: *Northern Marianas Housing Corporation
P.O. Box 500514
Saipan, MP 96950
Tel: (670)234-6866/9447
Fax: (670)234-9021
Email: cnmi-cdbg-dr@nmhcgov.net*

Project Location:

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:

Statement of Purpose and Need for the Proposal [40 CFR 1508.9(b)]:

Existing Conditions and Trends [24 CFR 58.40(a)]:

Funding Information

Grant Number	HUD Program	Funding Amount

Estimated Total HUD Funded Amount:

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]:

Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders,	Are formal compliance steps or	Compliance determinations
--	--------------------------------------	---------------------------

and Regulations listed at 24 CFR §58.5 and §58.6	mitigation required?	
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 and 58.6		
Airport Hazards 24 CFR Part 51 Subpart D	Yes No <input type="checkbox"/> <input type="checkbox"/>	
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes No <input type="checkbox"/> <input type="checkbox"/>	
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes No <input type="checkbox"/> <input type="checkbox"/>	
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.5		
Clean Air Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	Yes No <input type="checkbox"/> <input type="checkbox"/>	
Coastal Zone Management Coastal Zone Management Act, sections 307(c) & (d)	Yes No <input type="checkbox"/> <input type="checkbox"/>	
Contamination and Toxic Substances 24 CFR Part 50.3(i) & 58.5(i)(2)	Yes No <input type="checkbox"/> <input type="checkbox"/>	
Endangered Species Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	Yes No <input type="checkbox"/> <input type="checkbox"/>	
Explosive and Flammable Hazards 24 CFR Part 51 Subpart C	Yes No <input type="checkbox"/> <input type="checkbox"/>	

Farmlands Protection Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658	Yes No <input type="checkbox"/> <input type="checkbox"/>	
Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR Part 55	Yes No <input type="checkbox"/> <input type="checkbox"/>	
Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	Yes No <input type="checkbox"/> <input type="checkbox"/>	
Noise Abatement and Control Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	Yes No <input type="checkbox"/> <input type="checkbox"/>	
Sole Source Aquifers Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	Yes No <input type="checkbox"/> <input type="checkbox"/>	
Wetlands Protection Executive Order 11990, particularly sections 2 and 5	Yes No <input type="checkbox"/> <input type="checkbox"/>	
Wild and Scenic Rivers Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes No <input type="checkbox"/> <input type="checkbox"/>	
ENVIRONMENTAL JUSTICE		
Environmental Justice Executive Order 12898	Yes No <input type="checkbox"/> <input type="checkbox"/>	

Environmental Assessment Factors [24 CFR 58.40; Ref. 40 CFR 1508.8 & 1508.27] Recorded below is the qualitative and quantitative significance of the effects of the proposal on the character, features and resources of the project area. Each factor has been evaluated and documented, as appropriate and in proportion to its relevance to the proposed action. Verifiable source documentation has been provided and described in support of each determination, as appropriate. Credible, traceable and supportive source

documentation for each authority has been provided. Where applicable, the necessary reviews or consultations have been completed and applicable permits of approvals have been obtained or noted. Citations, dates/names/titles of contacts, and page references are clear. Additional documentation is attached, as appropriate. **All conditions, attenuation or mitigation measures have been clearly identified.**

Impact Codes: Use an impact code from the following list to make the determination of impact for each factor.

- (1) Minor beneficial impact
- (2) No impact anticipated
- (3) Minor Adverse Impact – May require mitigation
- (4) Significant or potentially significant impact requiring avoidance or modification which may require an Environmental Impact Statement

Environmental Assessment Factor	Impact Code	Impact Evaluation
LAND DEVELOPMENT		
Conformance with Plans / Compatible Land Use and Zoning / Scale and Urban Design		
Soil Suitability/ Slope/ Erosion/ Drainage/ Storm Water Runoff		
Hazards and Nuisances including Site Safety and Noise		
Energy Consumption		

Environmental Assessment Factor	Impact Code	Impact Evaluation
SOCIOECONOMIC		
Employment and Income Patterns		
Demographic Character Changes, Displacement		

Environmental Assessment Factor	Impact Code	Impact Evaluation
COMMUNITY FACILITIES AND SERVICES		

Educational and Cultural Facilities		
Commercial Facilities		
Health Care and Social Services		
Solid Waste Disposal / Recycling		
Waste Water / Sanitary Sewers		
Water Supply		
Public Safety - Police, Fire and Emergency Medical		
Parks, Open Space and Recreation		
Transportation and Accessibility		

Environmental Assessment Factor	Impact Code	Impact Evaluation
NATURAL FEATURES		
Unique Natural Features, Water Resources		
Vegetation, Wildlife		
Other Factors		

Additional Studies Performed:

Field Inspection (Date and completed by):

List of Sources, Agencies and Persons Consulted [40 CFR 1508.9(b)]:

List of Permits Obtained:

Public Outreach [24 CFR 50.23 & 58.43]:

Cumulative Impact Analysis [24 CFR 58.32]:

Alternatives [24 CFR 58.40(e); 40 CFR 1508.9]

No Action Alternative [24 CFR 58.40(e)]:

Summary of Findings and Conclusions:

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure

Determination:

☐ **Finding of No Significant Impact** [24 CFR 58.40(g)(1); 40 CFR 1508.27]
The project will not result in a significant impact on the quality of the human environment.

☐ **Finding of Significant Impact** [24 CFR 58.40(g)(2); 40 CFR 1508.27]
The project may significantly affect the quality of the human environment.

Preparer Signature: _____ Date: _____

Name/Title/Organization: _____

Certifying Officer Signature: _____ Date: _____

Name/Title: _____

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).



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Environmental Review for Activity/Project that is Exempt or Categorically Excluded Not Subject to Section 58.5 Pursuant to 24 CFR Part 58.34(a) and 58.35(b)

This is a suggested format that may be used by Responsible Entities to document completion of an Exempt or Categorically Excluded Not Subject to Section 58.5 environmental review.

Project Information

Project Name:

Responsible Entity:

Grant Recipient (if different than Responsible Entity):

State/Local Identifier:

Preparer:

Certifying Officer Name and Title:

Consultant (if applicable):

Project Location:

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]:

Level of Environmental Review Determination:

☐ Activity/Project is Exempt per 24 CFR 58.34(a): _____

Project Name

Project Locality and State

HEROS Number

Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]		
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Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure

Preparer Signature: _____ Date: _____

Name/Title/Organization: _____

Responsible Entity Agency Official Signature:

_____ Date: _____

Name/Title: _____

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).