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 (RFP)

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

NMHC RFP 2027-002
BID SUBMISSION DATE & TIME: December 11, 2026, 2:00 p.m.

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

The RFP packet is available on November 25, 2026, online at www.nmhcgov.net by selecting Resources Tab and clicking on the Procurement Tab and at www.cnmi-cdbgdr.com by clicking on the "Procurement Tab".

All inquiries questions or requests for clarification must be submitted in writing to Mr. Jacob Muna, Office Manager/Procurement Officer at officemanager@nmhcgov.net or submitted by facsimile to (670)234-9021, no later than 4:00 p.m. local time on December 04, 2026.

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.

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

/s/
Zenie P. Mafnas
Corporate Director
Northern Marianas Housing Corporation (NMHC)

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

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REQUEST FOR PROPOSALS
NMHC RFP 2027-002

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

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

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

The Request for Proposals and Scope of Work is available on November 25, 2026, online at www.nmhcgov.net by selecting Resources Tab and clicking on the Procurement Tab and at www.cnmi-cdbgdr.com by clicking on the "Procurement Tab".

All inquiries questions or requests for clarification must be submitted in writing to Mr. Jacob Muna, Office Manager/Procurement Officer at officemanager@nmhcgov.net or submitted by facsimile to (670)234-9021, no later than 4:00 p.m. local time on December 04, 2026.

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

Selection Criteria:

Proposals shall be evaluated based on the following criteria:

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

Price is also a factor that will be considered and will be evaluated in comparison with the overall merit of the proposals. Technical merit is more important than price and the NMHC reserves the right to other than select the lowest proposer. As proposals become more equal in technical merit, the importance of price will increase.

Offerors shall fill-out the following enclosed forms and include in the proposal submission:

- Statement of Bidders Qualifications
- Non-Collusion Affidavit
- Equal Employment Opportunity
- Small Minority Women-Owned Business Concern Representation
- Organizational Conflict of Interest Statement

- Debarment Certification Form

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 2027-002"**. One original, 1-electronic copy in a flash drive and three (3) copies of sealed proposals must be submitted to the NMHC Central Office, Garapan, Saipan, MP 96950, ***December 11, 2026, no later than 2:00 p.m., local time***. 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 bids by submitting a Notice of Intent to Submit a Proposal. Notice of Intent to Submit a Proposal must be received by the Procurement Officer no later than 2:00 p.m., local time, **December 11, 2026**, and must be transmitted via facsimile to (670)234-9021, or via email to officemanager@nmhcgov.net. For Offerors located outside the CNMI, an original, 1-electronic copy in a flash 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 **December 11, 2026,** and must be received at NMHC no later than **December 22, 2026**. Failure to submit the required number of copies may result in the rejection of your proposals.

Proposals will be opened at the NMHC Central Office, Garapan, Saipan at 10:00 a.m., local time, **December 11, 2026.** However, if there is an intent to submit a proposal received from offerors outside the CNMI, proposals will be opened at 10:30 a.m., local time on **December 23, 2026**.

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. ***NMIAC 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. ***NMIAC 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. ***NMIAC 100-60-730***

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

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

The responsive and responsible offeror submitting the proposal that is determined in writing to be most advantageous to NMHC taking into consideration price and the evaluation factors set forth in the request for proposals will be

subject to a responsibility determination in conformance with the NMHC Procurement Regulations Section 100-60-245.

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

/s/
Zenie P. Mafnas
Corporate Director
Northern Marianas Housing Corporation (NMHC)

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

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Request for Proposals

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

Detailed Requirements and Scope of Work

I. BACKGROUND INFORMATION

The Northern Marianas Housing Corporation (NMHC), located in the Commonwealth of the Northern Mariana Islands, is soliciting sealed proposals from prospective firms with the primary objective of securing Construction Management Services for the NMHC's Community Development Block Grant Disaster Recovery (CDBG-DR) Program Housing Projects. This RFP package contains the necessary information and guidelines for interested firms to develop and submit proposals.

II. NATURE OF WORK

The primary objective of this RFP is the securing of Construction Management Services for the NMHC's CDBG-DR Program housing projects. The CDBG-DR program has allocated approximately $135,000,000.00 for housing projects that sustained damage from Super Typhoon Yutu and Typhoon Mangkhut. The proposed housing projects fall into three main categories which include new construction and rehabilitation/reconstruction. The CDBG-DR program seeks to utilize the funding to put in place resilient houses that utilizes adaptable and reliable technologies to guard against the premature obsolescence.

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

III. LOCATION OF WORK

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

IV. DETAILED SCOPE OF WORK

A. Design Management

1. The selected firm shall assist the CDBG-DR Office in the coordination and review of the scope of work and basis for design in all task orders assigned to the A/E firms.
2. The selected firm shall conduct progress reviews at 40%, 60%, and 90% milestones.
3. The selected firm shall assist the CDBG-DR office in the review of all change order (s), if any, payment applications and complete bid documents (PS&E), ready for bid.

B. Pre-Construction Services

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

C. Construction Management Services

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

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

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

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

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

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

1. Review and evaluate change order requests and submittals.
2. Coordinate the change order request from the contractor with the CDBG-DR Office.

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

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

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

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

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

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

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

V. INFORMATION AND FORMAT REQUIRED IN THE PROPOSAL

All proposals submitted by prospective firms to the Northern Marianas Housing Corporation Central Office must include all items listed below. Incomplete proposals may not be considered.

1. Existing CNMI Board of Professional Licensing Certificate of Authorization to practice as Engineer or Architect for all individual personnel who will be part of the design development.
2. Resumes of individual personnel who will be performing Construction and Project Management;
3. Firm(s) current workload and availability to commit to NMHC assignments;

4. Provide list of all projects within the last three (3) years for all firm(s) personnel participated in the Construction and Project Management or roles of the personnel in the projects. Firm shall include the contact person(s) for all projects;
5. Statement in identifying project management approach;
6. At least three (3) reference letters from previous project owners in the last three (3) years;
7. Unique Entity Identification (UEI) formerly known as DUNS Number;
8. Enclosed HUD forms.

NMHC reserves the right to request for additional information or documents that it may consider necessary and relevant to assist it in evaluating a proposal.

VI. GENERAL AND ADMINISTRATIVE INFORMATION

1. **Posting of Request for Proposals**
   Interested parties can download this Request for Proposals from the CDBG-DR or NMHC website by clicking on the Procurement Tab.

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

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

3. **Submission Details**
   Sealed proposals must be marked **"NMHC RFP 2027-002."** One original and three (3) copies of sealed proposals must be submitted to the NMHC Central Office, Garapan, Saipan, MP 96950, no later than **December 11, 2026, 2:00 p.m. local time**. Proposals received after the date and time will not be accepted. Bidders located outside of the CNMI may obtain an additional seven (7) working days for receipt of their bids by submitting a Notice of Intent to Submit Proposals. Notice of Intent to Submit a Proposal must be received by the Procurement Officer no later than 2:00 p.m., local time, **December 11, 2026**, and must be transmitted via facsimile to (670)234-9021, or via email to officemanager@nmhcgov.net. For bidders located outside the CNMI, an original and three (3) copies of sealed bids must be postmarked by the U.S. Postal Service or the official government postal service of a foreign country no later than **December 11, 2026,** and must be received at NMHC no later than **December 22, 2026.** Failure to submit the required number of copies may result in the rejection of your proposals.

   Bids will be publicly opened and read at the NMHC Central Office, Garapan, Saipan at 2:00 p.m., local time, **December 11, 2026.** However, if there is a notice of intent to submit a proposal received from bidders outside the CNMI, bids will be opened at 10:30 a.m., local time on **December 23, 2026**.

4. **Cost of Preparation**
   All costs incurred by the firm in preparing a response to this RFP and subsequent inquiries shall be borne by the firm(s). All proposals and accompanying documentation will become the property of NMHC and will not be returned. NMHC reserves the right to reject any or all bids for any reason and to waive any defects in said bin, if in its sole opinion, to do so would be in the best interest of NMHC.

5. **Questions**

   All inquiries questions or requests for clarification must be submitted in writing to Mr. Jacob Muna, Office Manager/Procurement Officer at officemanager@nmhcgov.net or submitted by facsimile to (670)234-9021, no later than 4:00 p.m. local time on December 04, 2026.

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

VII. EVALUATION CRITERIA

After the evaluation process, NMHC plans to select at least one firm whose proposals are most advantageous to NMHC considering the evaluation factors set forth below:

- **Qualification of Firm and/or Personnel (30 Points)**
- **Experience in Construction Management (30 Points)**
- **Project Approach/Methodology (20 Points)**
- **Organization and Capacity (10 Points)**
- **Response to RFP (5 Points)**
- **Price (5 points)**

Price is also a factor that will be considered and will be evaluated in comparison with the overall merit of the proposals. Technical merit is more important than price and the NMHC reserves the right to other than select the lowest proposer. As proposals become more equal in technical merit, the importance of price will increase.

VIII. SUCCESSFUL FIRM(S) NOTIFICATION PROCESS

a. Upon the selection, the successful firm(s) will be advised to negotiate the contract with NMHC. Should the negotiations fail to result in an agreement, NMHC reserves the right to cancel the negotiations and select the next recommended firm(s), which in NMHC's opinion, is the most qualified proposer. If the contract is not agreed to with any of the proposers, the RFP will be cancelled and re-advertised.

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

   a) Cost Analysis

      NMHC CDBG-DR grant award contracts and expenditure are subject to federal uniform cost principles, in particular, 2 CFR 200.324 Contract Cost and Price.

§ 200.324 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost

principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

Cost analysis is the review and evaluation of any separate cost elements and profit or fee in an offeror's or contractor's proposal, as needed to determine a fair and reasonable price or to determine cost realism, and the application of judgment to determine how well the proposed costs represent what the cost of the contract should be, assuming reasonable economy and efficiency.

The major categories of costs include both direct costs (direct labor, equipment, supplies, travel and per diem, subcontractors and other direct costs) and indirect costs (overhead, general and administrative expenses and profit). In the process of analyzing costs, profit should be analyzed separately, based on complexity of the work, risk to the contractor, investment required, amount of subcontracting involved, and typical profit in the industry.

NMHC may use various cost analysis techniques and procedures to ensure a fair and reasonable price, given the circumstances of the acquisition. Such techniques and procedures include, but not necessarily limited, to the following:

Verification of cost data or pricing data and evaluation of cost elements, including –

1) The necessity for, and reasonableness of, proposed costs, including allowances for contingencies;
2) General agreement on scope of work elements and performance schedule during a scoping meeting with the selected firm. The detailed scope of work and fee proposal shall at least contain the following:
    - the professional classification of personnel working on the job,
    - the hourly rate charged for each professional classification
    - estimated number of hours worked by each professional classification
    - Detailed scope of work items along with the estimated hours for each professional classification and their associated costs, and
    - the total estimated cost
3) Projection of the offeror's cost trends, on the basis of current and historical cost or pricing data;
4) Reasonableness of estimates generated by cost-estimating relationships; and
5) The application of audited or negotiated indirect cost rates, labor rates, and cost of money or other factors.
6) Negotiating profit as a separate element of cost

The selected firm shall complete the Cost Detail Sheet and submit along with their detailed scope of work and fee proposal. The above scope of work and fee must be submitted in a format that contain sufficient detail to allow for a reliable analysis to be performed to determine whether the costs are reasonable. Note that this would be the format a firm normally utilizes for presenting and negotiating a scope of work and fee proposal for A&E design and CA services and is in addition to completing the Cost Detail Sheet.

Cost Detail Sheet

Name of Consultant		Date of Proposal	
Street Address		NMHC RFP Number	
City, State, Zip		Total Price $	
A. Direct Labor (specify personnel by name) Attach a copy of the scope of services identified in the contract. Each task identified in the scope of services should be assigned an estimated amount of time for completion. The total amount of time identified on the scope of services should correspond to the estimate in this section.			
Personnel Name	**Est. No. of Days**	**Daily Rate**	**Est. Cost**
1.			
2.			
3.			
4.			
5. Total Direct Labor			
B. Overhead/Indirect Costs	Rate	Base	Est. Cost
C. Other Direct Costs			
Transportation	Est. # of site visits	Rate	Est. Cost
Per Diem	Est. No. of Days	Daily Rate	Est. Cost
Reproduction	Est. No. of Pages	Page Rate	Est. Cost
Other (specify)			$
1.			$
2.			$
3.			$
4.			$
5. Total Other Direct Costs			**$**
D. Subcontracts			
Name of Subcontractor(s)	Est. No. of Days	Daily Rate	Est. Cost
1.			
2.			
3. Total Subcontractor Costs			
Total Estimated Costs (Line A5+B+C5+D3)			**$**
Profit			$
TOTAL PRICE			**$**

[NOTE: Use of alternate forms requires prior written approval by NMHC]

INSURANCE

These requirements apply to contracts where the Consultant provides designated professional services to the Northern Marianas Housing Corporation; i.e. appraisers, architects, equipment maintenance, messengers, construction managers, etc.

A. Indemnity.

Consultant shall protect, defend. and hold the Owner, its Directors, officers, Agents, and Employees, harmless from any and all liabilities, losses, claims, judgments, fines or demands, including reasonable attorney's fees, arising out of any act or omission of the Consultant, its Directors, Officers, Agents, Employees, Licensees, or Invitees arising out of its activities under this Agreement, except for liabilities, losses, claims, judgments, fines or demands resulting from the sole negligence of the Owner.

B. Insurance.

Consultant shall procure and maintain the following insurance coverages during the entire term of this Agreement.

1. **Automobile Liability.**

Commercial Automobile Liability insurance for all owned and non-owned vehicles used in connection with the Consultant's business activities on the Owner's property in an amount not less than $1,000,000.00 combined single limit of liability. Deductibles if any, shall be approved by the Owner. The Northern Marianas Housing Corporation, its Directors, Officers, Agents, and Employees shall be named as additional insureds.

2. **General Liability.**

If a premises lease is a part of the contract, Commercial General Liability insurance including coverage for bodily injury and property damage, personal injury, and contractual liability. The limits of liability shall be not less than $1,000,000 combined single limit of liability per accident and $2,000,000.00 annual aggregate. Deductibles, if any, shall be approved by the Owner. The Northern Marianas Housing Corporation, its Directors, Officers, Agents, and Employees shall be named as additional insureds.

3. **Professional Liability.**

Professional Liability insurance in an amount not less than $1,000,000.00 combined single limit of liability per incident. Deductibles, if any, shall be approved by the Owner. Coverage shall be extended for three years following issuance of Notice of Completion. The policy shall contain an endorsement stating it provided coverage exclusively for the stated project. The Northern Marianas Housing Corporation, its Directors, Officers. Agents, and Employees shall be named as additional insureds as respects any claims arising out of the Project.

4. **Property.**

Consultant shall be fully responsible for its own furniture, fixtures, machinery, tools and equipment, and other personal property of all kinds used for the project including any temporary structures required or used by the Consultant, whether owned, leased, rented, or borrowed for use on the Project. All Property insurance policies carried by the Consultant in accordance with these requirements shall contain a waiver of subrogation clause in favor of the Owner.

5. **Workers' Compensation.**

Statutory Workers' Compensation and Employers' Liability insurance.

Northern Marianas Housing Corporation (NMHC)

NOTICE: Must be completed and submitted WITH the bid or proposal

FORM OF STATEMENT OF BIDDER'S QUALIFICATIONS

GENERAL

The following information and completed forms are required by the Northern Marianas Housing Corporation (NMHC) and failure to provide the data in this section, will subject bidder/proposer to disqualification.

1.1 DESCRIPTION

A. Information submitted will be used by the NMHC to determine the competency and ability of the Contractor to perform the scheduled work in a manner deemed satisfactory to the Owner. The NMHC decision shall be final.

B. The Contractor shall certify, by attaching his signature, that all information contained herein is complete and all statements and answers are accurate and true. Providing misinformation, incomplete information, inaccurate information, or failure to certify the information, will subject bidder to disqualification.

All questions must be answered. The data given must be clear and comprehensive.

1. Name of Bidder : _____
2. Business Physical Address : _____
3. Business Mailing Address : _____
4. Business Phone & Fax No. : _____
5. Primary Contact Name : _____
6. Secondary Contact Name : _____
7. Primary Contact Email : _____
8. Secondary Contact Email : _____
9. When Organized : _____
10. Bidder is a (an) : _____

(Sole Proprietor - Partnership - Corporation - LLC)

❖ ***Note: Business Contact Person to respond authoritatively to any questions about this statement:***

The full name and addresses of all persons interested in this proposal as partners and/or principal(s) are: If business is carried out in any other name(s) than that of the principal(s) or partner(s), also state such name(s) and address(es).

_____

Northern Marianas Housing Corporation (NMHC)

NOTICE: Must be completed and submitted WITH the bid or proposal

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SOLE PROPRIETOR

Social Security No., if Sole Proprietor: _____

Tax I.D. No.: _____

- Have you (as a Sole Proprietor), your business or anyone on the proposed team proposing on this project, ever been debarred or suspended? ☐ Yes ☐ No

- Are You (as a Sole Proprietor) your business or anyone on the proposed team proposing involved in any litigation with any agency/firm or NMHC? ☐ Yes ☐ No

[On a separate sheet or letter, please provide an explanation for any/ "Yes" responses].

CORPORATION

Corporation is incorporated in the State of : _____

President is : _____

Treasurer is : _____

Place of Business : _____

Tax I.D. No. : _____

DUN's No. & CAGE No. (provide documentation) : _____

[On a separate sheet or letter, please provide an explanation for any/" Yes" response]

11. How many years have you been engaged in the contracting business under your present firm or trading name?
_____

12. Have you ever refused to sign a contract at your original bid? **Yes** ☐ **No** ☐

13. Have you ever defaulted on a contract? **Yes** ☐ **No** ☐

14. Is the company currently involved in bankruptcy or similar proceedings? **Yes** ☐ **No** ☐ If yes, explain on a separate paper.

Northern Marianas Housing Corporation (NMHC)

NOTICE: Must be completed and submitted WITH the bid or proposal

15. Criminal indictment during the past five (5) years? **Yes** ☐ **No** ☐ If yes, if yes, summarize the matter and its disposition.

16. During the past five (5) years, has company been the subject of an investigation or proceedings before the city, state or federal Departments of Labor for any alleged violation of any wage or labor law? **Yes** ☐ **No** ☐ **If yes,** if yes, summarize each such instance and its disposition.

17. Has any director, officer, owner or managerial employee been convicted or the subject of

18. Provide a brief summary of the company profile & names of its Officer/members with title an attached. (If incorporated)

19. Provide a list of current & past projects with clients name, start date and, completion date.

20. Provide a list of total number of employees (use current employee listing form) and a total number of licensed professionals with companies organizational chart.

21. Provide a clear copy the Business license

22. Describe company's system of monitoring and oversight to ensure maintenance of complete and accurate work, payroll and invoicing records.

23. Attach company's most current certified financial statement or, if a certified statement has not been issued within the past 12 months, the company's latest internal financial statement.

The undersigned hereby CERTIFY that the information stated above is true and correct. And authorizes any requests to furnish any information requested by **Northern Marianas Housing Corporation (NMHC) Corporate Director or his designee**, in verification of the recitals comprising this Statement of Bidder's Qualifications.

Name of Authorized Official or Owner	Title
Signature of Authorized Official or Owner	Date
Email Address	Contact No.

Northern Marianas Housing Corporation (NMHC)

NOTICE: Must be completed and submitted WITH the bid or proposal

❖ ***Business Contact Person to respond authoritatively to any questions about this statement:***

Name of authorized Contact Representative	Contact No.

➢ Failure to fully disclose this information automatically deem the Bidder/Offeror/Respondent non-responsive. All "Yes" responses are subject to further review by the NMHC and may result in your bids/response being deemed non-responsive or bidder/Offeror deemed non-responsible.

This Space is Left Blank Intentionally

Northern Marianas Housing Corporation (NMHC)

NON-COLLUSION AFFIDAVIT

Project: _____

Commonwealth of the Northern Mariana Islands

NORTHERN MARIANAS HOUSING CORPORATION)
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 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 on _____ 20_____.

Northern Marianas Housing Corporation (NMHC)

EQUAL EMPLOYMENT OPPORTUNITY

Project Name: _____

The bidder represents the 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 those representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontractor awards.

CERTIFICATION BY BIDDER

Company Name & Address	Email
Signature of Authorized Representative of Contractor/Sub-contractor	Title
Print or Type Name	Date

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

Northern Marianas Housing Corporation (NMHC)

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

[ ] Hispanic Americans

[ ] Native Americans

[ ] Asian Pacific Americans

[ ] Asian Indian 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 Title

_____ _____

Print or Type Name Date

_____

(Company Name and Mailing Address)

Email Address: _____ Telephone: _____ Fax no.: _____

Northern Marianas Housing Corporation (NMHC)

ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

The NMHC is respectfully requesting information to ensure that any actual or potential Conflicts of Interest (COIs) are properly recorded, reviewed, and addressed in a manner as deemed appropriate by the Northern Marianas Housing Corporation (NMHC). It is our goal to protect the integrity of the procurement process and to ensure that no unfair competitive advantages exist or existed during any stage of the process. The NMHC, in its sole discretion, will take the steps required to neutralize, mitigate, or to perform any other action to resolve any potential or actual conflict of interest if discovered during this discovery phase.

Some examples of COIs in an organization may include, but are not limited to the following:

- Unfair Advantage: Assisting or preparing the organization in crafting written specifications, scopes of work, or statements of qualifications and subsequently responding to the solicitation.
- Potentially biased or impaired objectivity: Assisting the organization with evaluating or assessing the performance of products or services of other potential bidders and also submitting a response to the solicitation.
- Unequal access to information not shared with other potential bidders or respondents: Gaining access or pre-solicitation access to non-public information prior to official release (i.e., budget/funding information, procurement information, proposed evaluation criteria, prior award info obtained from the organization through non-FOIA means, etc.).

I, _____(Bidder/Proposer), on behalf of myself and my company, and my subcontractors, if applicable, certify the following, under penalty of perjury, that to the best of my knowledge and belief:

1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Bidder/Proposer in response to this Solicitation, and

2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Bidder/Proposer and it's company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the Northern Marianas Housing Corporation vendor database. It may further result in termination of any contractual relationship with the Northern Marianas Housing Corporation and may be grounds for disciplinary action, up to and including debarment by the NMHC, fines, penalties, imprisonment, or civil suit to be brought against Bidder/Proposer company.

    a That to my knowledge, no employee or official of the NMHC, nor any public agency or official affected by this Solicitation or the Agreement to be signed if I am the successful Bidder/Proposer, has any pecuniary interest in the business of the Bidder's/Proposer's company or Bidder's/Proposer's subcontractor(s), nor does Bidder's/Proposer's subcontractors have any interest that would conflict in any manner or degree with the performance related to this Solicitation or Agreement.

3. I warrant that I and my subcontractor(s), if any, have not employed or retained any company or person other than a bona fide employee working solely for the Bidder's/Proposer's company or subcontractor(s) in order to solicit or secure an agreement with the Northern Marianas Housing Corporation, as related to this solicitation or any resulting Agreement, and that I and my subcontractor(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Bidder's/Proposer's company or Bidder's/Proposer's subcontractor(s) any fee,

commission, percentage, gift, or other consideration contingents upon or resulting from the award of any Agreement.

4. I warrant and represent that my offer identifies and explains below any unfair competitive advantage I or my company or subcontractors may have in competing for the Agreement to result from this solicitation and any actual or potential conflicts of interest that may arise from my participation in this solicitation or my receipt of an award. I acknowledge that the NMHC intends by this statement to identify any and all potential conflicts of interest and unfair competitive advantages held by any Bidder/Proposer, to prevent the existence of conflicting roles that might bias a consultant's judgment, and prevent one Bidder/Proposer or company from having an unfair competitive advantage over other Bidder or Proposers. The NMHC, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage exists, after a review of the relevant facts. I acknowledge and understand that if I or my company has an unfair competitive advantage or a conflict of interest; the NMHC may withhold the award of this Agreement. Before withholding an award on these grounds, a Bidder/Proposer will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

5. I have complied with the following:

   "No questions (including Compliance Program-related questions) may be directed to or contacts made with the Corporate Director, other members of NMHC, or other NMHC staff not identified in this solicitation as points of contacts during the time that this solicitation is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the contractor and/or consulting firm from further consideration by the Procurement Officer for this solicitation."

6. List any Actual or Potential Conflicts of Interest below or check the box below to certify that none exists. Failure to fully disclose information may result in penalties and/or sanctions as outlined in #2 above. Please check only one box below.

   ☐ No known actual or potential Conflicts of Interest are subject to disclosure.

   ☐ All identified actual or potential Conflicts of Interest and/or Unfair Competitive advantage(s) are stated below and submitted for further review by the Northern Marianas Housing Corporation.

   _____

   _____

   _____

7. I warrant that should I become aware of an actual or potential conflict of interest involving my company or subcontractors, if any, in performing the services under the Agreement or responding to this Solicitation, I will notify the NMHC immediately. I also warrant that should I become aware of any competitive advantage that my company or subcontractors have in responding to this solicitation or providing services under an agreement related to this solicitation, I will immediately notify the NMHC of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the NMHC of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement for this procurement.

8. By signing this statement, I certify for myself and on behalf of my company and any of my subcontractors that I have and will comply with, and have not, and will not, induce a person to violate 1

Northern Marianas Housing Corporation (NMHC)

CMC Section 2304 (Ethics Act). I acknowledge and understand that the NMHC may rescind any Agreement and recover all amounts expended as a result of any action taken in violation of this provision.

9. Has anyone in your company been privy to any information regarding the _____ solicitation prior to _____? If so, please explain.

_____

_____

_____

10. Prior to the solicitation release date on _____ has anyone in your company attended any meetings, either internally or externally, where the above-referenced solicitation was discussed either in whole or in part?

_____

_____

_____

Company Name: _____

_____ _____

Print Name/Signature of Authorize Official or Owner

Title

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

_____

Seal of Notary Public

My Commission expires _____ 20____.

Northern Marianas Housing Corporation (NMHC)

DEBARMENT CERTIFICATION FORM

Certification Regarding Debarment, Suspension and Ineligibility

1. The respondent certifies, by submission of this IFB/RFP Response, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal or local programs in the Territory or any Federal department or agency.

2. The respondent will provide immediate written notice to whom this Certification is submitted if at any time the Proposer learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The Respondent shall not knowingly enter any agreement/subcontractor relationship lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this procurement, unless authorized by the department or agency with which this procurement originated.

4. Where the respondent is unable to certify to any of the statements in this certification, such respondent shall attach an explanation to this IFB/RFP Response.

Company Name & Address	Email Address
Type or Print Name	Title
Signature of Authorize Official or Owner	Date

CONTRACT NO.: NMHC 2027-____
NMHC RFP 2027-002
Contractor: _____

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 _____ is referred to in this contract as the "Contractor."

Zenie P. Mafnas, 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

President/CEO
Company Name
P.O. Box _____
Saipan, MP 96950
Tel: (670)___-_____/Fax (670)___-____
Email:

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.

SAMPLE

IV. GENERAL PURPOSE

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

1. Architect-Engineer Services for the CDBG-DR Program Housing Projects

Detailed Scope of Services:

A. Design Management

1. The selected firm shall assist the CDBG-DR Office in the coordination and review of the scope of work and basis for design in all task orders assigned to the A/E firms.
2. The selected firm shall conduct progress reviews at 40%, 60%, and 90% milestones.
3. The selected firm shall assist the CDBG-DR office in the review of all change order (s), if any, payment applications and complete bid documents (PS&E), ready for bid.

B. Pre-Construction Services

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

C. Construction Management Services

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

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

SAMPLE

8. Prepare and submit a monthly progress report to the CDBG-DR Office with the monthly progress invoice. The monthly report shall include the following at a minimum:
    a. Summary of the project progress, estimated completion versus actual completion achieved in the month's period.
    b. Projected works to be accomplished in the following month.
    c. An updated progress schedule showing percentage completion.
    d. Existing problems, anticipated problems, anticipated changes or modifications, proposed corrective actions, and cost implications
    e. A tracking mechanism comparing monthly invoice amounts and total expenditures, cumulative physical completion versus contract time.
    f. Pictures showing progress at the site.
9. Review status of permits for renewals.
10. The selected firm shall review construction permit requirements and assist the contractor in obtaining the necessary permits. The contractor is responsible for obtaining the necessary construction permits.

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

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

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

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

1. Review and evaluate change order requests and submittals.
2. Coordinate the change order request from the contractor with the CDBG-DR Office.

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

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

SAMPLE

sure that the contractor complies with a healthy and safe workplace and document all notifications of non-compliance. Review contractor's survey layouts relative to the contract documents. The contractor shall hire a CNMI licensed surveyor for all survey works.
2. Investigate and inspect the site conditions versus the description in the contract documents.

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

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

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

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

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

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

The services will be provided on the island of Saipan, Tinian, and Rota

The services will be performed for a duration of ***one (1) year or until the contract amount is depleted, whichever comes first.***

The NMHC may renew for another year with the same price, terms and conditions, and upon satisfactory performance and availability of funding.

SAMPLE

V. CONTRACTOR TO PROVIDE EQUIPMENT

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

VI. WARRANTY

As provided by law.

VII. CONTRACT DOCUMENTS

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

EXHIBIT	NAME OF DOCUMENT
A	Standard Terms and Conditions
B	Proposal Packet

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 _____ **($000.00)** in exchange for Architectural and Engineering Services for the Community Development Block Grant Disaster Recovery (CDBG-DR) Program Housing Projects. In addition, the consideration for this agreement is in the mutual covenants and stipulations hereby agreed to by the parties and set out in the following paragraphs.

IX. DURATION OF CONTRACT

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

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

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

SAMPLE

option to extend this contract, then the contract will continue without any change in the terms and conditions of this contract.

XI. CONTRACT RENEWAL

The NMHC may renew this contract for another year with the same price, terms and conditions contingent upon satisfactory performance and availability of funding.

XII. 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, Tinian, and Rota. The Contractor will invoice NMHC and will be paid according to the following schedule:

DATE THE NMHC RECEIVES INVOICE	INVOICE AMOUNT	PAYMENT DUE DATE
Payments will be based upon completion of actual work done and approved by NMHC.		NMHC will issue payment to the contractor within 30 days after submitting an invoice and following NMHC's review, acceptance, and approval of invoice and supporting documents that show the contractor is compliant with contractual terms and conditions.

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. Upon receipt of an invoice(s), NMHC shall review invoice(s) and required documents within five (5) business days to determine compliance with contract terms and conditions. Contractor shall be formally notified within five (5) business days of the results of NMHC's review of the contractor's submission, along with any discovered errors, irregularities, or violations that would need to be corrected. If no errors, irregularities or violations are identified, then NMHC shall process and release payment to the contractor within 30 days following its review of the contractor's submission. Payment by NMHC shall be made only upon the 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.

SAMPLE

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.

XIII. 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.

XIV. 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.

XV. SIGNATURES

1. 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 — Date
   Procurement Officer

2. 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.

   _____ _____

   Zenie P. Mafnas — Date:
   Corporate Director
   Expenditure Authority

SAMPLE

3. NMHC Fiscal Division

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

Account: _____

Amount: **$** _____

_____ _____
Michelle Gibson Date
Chief Financial Officer

4. Attorney General:

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

_____ _____
Edward Manibusan Date
Attorney General

5. NMHC Board of Directors

_____ _____
Merced "Marcie" M. Tomokane Date
Chairwoman

6. Contractor – _____:

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

SAMPLE

_____ _____

SIGNATURE OF SIGNING AUTHORITY Date

7. CERTIFICATION OF CONTRACT COMPLETION

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

_____ _____

Jacob Muna Date
Procurement Officer

XVI. END OF CONTRACT DOCUMENT

Procurement Information
(For government purposes only)

Method of Procurement (Check one only)

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

Type of Procurement (Check one only)

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

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

SAMPLE

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