



**NORTHERN MARIANAS HOUSING
CORPORATION
P.O. BOX 500514, Saipan, MP 96950-0514**

INVITATION FOR BID (IFB)
(This is ad is paid for NMHC with HUD funds)

NMHC IFB 2021-001

BID SUBMISSION DATE & TIME: November 05, 2020, 10:00 a.m.

Purchase and Installation of Lighting Fixtures for the Oleai Track and Field Facility

Project package will be available on October 2nd, 2020, at the NMHC website at www.nmhcgov.net.

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

A Mandatory Pre-Bid conference will be held via video teleconferencing on October 16, 2020, at 10:00 a.m. through Zoom Video Communications. Bidders will be provided the video teleconferencing link on the NMHC website at www.nmhcgov.net. Failure to attend the Mandatory pre-bid conference will be considered a non-responsive bidder.

For more information, contact Mr. Jacob Muna, Office Manager/Procurement Officer, at (670)234-6866/9447 or email at officemanager@nmhcgov.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

/s/
Frank Lee S.N. Borja
Acting-Chairman, 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>

INVITATION FOR BIDS

This ad is paid by NMHC with HUD Funds

NMHC IFB 2021-001

Purchase and Installation of Lighting Fixtures for the Oleai Track and Field Facility

The Northern Marianas Housing Corporation (NMHC) is hereby giving notice that NMHC is soliciting sealed bids for the Purchase and Installation of Lighting Fixtures for the Oleai Track and Field Facility in Saipan, CNMI.

Interested individuals or firms may access the **Project Package beginning October 2nd, 2020, on the NMHC website at www.nmhcgov.net** by clicking on the “Procurement Tab”.

A Mandatory Pre-Bid Conference will be held via video teleconferencing on **October 16, 2020, 10:00 a.m.** through Zoom Video Communications. Bidders will be provided the video teleconferencing link on the NMHC website at www.nmhcgov.net by clicking on the “Procurement Tab”. Bidders are requested to submit a notice of their intent to participate in the mandatory pre-bid conference one (1) day before the meeting. Bidders may conduct a site visit at the project site located in Oleai (adjacent to the Ada Gymnasium). Inquiries regarding this solicitation must be addressed in writing to Mr. Jacob Muna, Office Manager/Procurement Officer at P.O. Box 500514, Saipan, MP 96950; email to officemanager@nmhcgov.net or fax to (670)234-9021, no later than 10:00 a.m. October 15, 2020.

Sealed bids must be marked **NMHC-IFB 2021-001**. For bidders within the CNMI, an original and three (3) copies of sealed bids must be submitted to the NMHC Central Office, Garapan, Saipan, MP 96950, **no later than 10:00 a.m., local time November 5th, 2020**. Bids received after the date and time will not be accepted. Bidders located outside of the CNMI may obtain an additional seven (7) working days for receipt of their bids by submitting a Notice of Intent to Bid. Notice of Intent to Bid must be received by the Procurement Officer no later than 10:00 a.m., local time, **November 5th, 2020**, 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 **November 5th, 2020**, and must be received at NMHC no later than **November 17, 2020**. Note that failure to submit the required number of copies may be cause for rejection of a bid.

Bids will be publicly opened and read at the NMHC Central Office, Garapan, Saipan at 10:00 a.m., local time, **November 17, 2020**. However, if no notice of intent to bid were received from bidders outside the CNMI, bids will be opened at 10:00 a.m., local time on **November 5th, 2020**.

All labor on this project shall be paid no less than the minimum wage rate of \$7.25 per hour which took effect on September 30, 2018 as established by Federal law including subsequent increases as announced by the U.S. Department of Labor and/or CNMI Department of Labor, whichever is higher.

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

Breach of Ethical Standard

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

“NMHC is an equal employment and fair housing public agency”

capacity in any proceeding or application request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore. ***NMIAC Section 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 bidder submitting the lowest responsible bid will be subject to a responsibility determination in conformance with the NMHC Procurement Regulations Section 100-60-301. The responsible bidder submitting the lowest responsible bid will be awarded a contract with NMHC.

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

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

/s/
Frank Lee S.N. Borja
Acting-Chairman
NMHC Board of Directors

NORTHERN MARIANAS HOUSING CORPORATION (NMHC)

INSTRUCTIONS TO BIDDERS

1. RECEIPT AND OPENING OF BIDS:

- A. Sealed bids for providing labor and materials for the NMHC, Commonwealth of the Northern Mariana Islands will receive bid until 10:00 a.m. local time **November 5th, 2020**. Bids will be publicly opened at the NMHC Central Office, Garapan, Saipan, at 10:00 a.m. local time. However, if there are notices of intent to bid from bidders outside the CNMI, bids will be publicly open on **November 17, 2020**.
- B. One original and three (3) copies of bids shall be submitted on the forms furnished by the NMHC, and shall be sealed and addressed to the Procurement Officer, Garapan, P. O. Box 500514, Saipan, MP 96950, and endorsed with the name of the bidder, IFB number and project title, as follows:

NMHC IFB 2021-001

Purchase and Installation of Lighting Fixtures for the Oleai Track and Field Facility

- C. Attention is called to the fact that bidders not only offer to assume the obligations and liabilities imposed upon the Contractor in the form of the contract, but expressly make certain of the representations and warranties made therein. No effort is made to emphasize any particular provision of the project documents, but bidders must familiarize themselves with every provision and its effect.

2. TIME OF COMPLETION:

- A. The Contractor shall complete the work no later than **One Hundred Eighty (180) calendar days** after the established Notice to Proceed date.
- B. Failure to complete the work within the time specified, liquidated damages will be assessed in the amount of **One Hundred Dollar (\$100.00)** for each and every day the work is delayed beyond the established completion date.

3. SCOPE OF WORK:

Please see bid packet for the scope of work.

4. PREPARATION OF BIDS:

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

- B. The bidder shall sign his bid in the blank space provided therefore. If this bid is made by a partnership or corporation, the name and address of the partnership or corporation shall be shown, together with the names and addresses of the partners or officers. If the bid is made by a partnership, it shall be signed by one of the partners; if made by a corporation, it shall be signed by one of the officers thereof.
- C. Bid Proposals shall include the following documents:
1. Bid Proposal
 2. Bid Form
 3. Bid Bond
 4. Non-Collusion Affidavit
 5. Contractor's Statement
 6. Equal Employment Opportunity
 7. Certification of Non-Segregated Facilities
 8. Certification of Drug-Free Workplace
 9. HUD Small Minority, Women Owned Business Concern Representation
 10. Contractor's Assurances
 11. Section 3 Affirmative Action Plan
 12. Section 3 Summary Report
 13. Federal Labor Standards Provision
 14. HUD Project Sign Acknowledgement
 15. CNMI Business License
 16. Contractor shall provide with their bid documents itemized bid schedule with progress chart.
 17. List of Employees (copy of ID and work authorization to be included)
 18. List of Sub-Contractors (if applicable)
 19. List of Material Suppliers

5. BID GUARANTEE:

- A. All bids exceeding \$25,000.00 shall be accompanied by a bid guarantee of not less than fifteen percent (15%) of the amount of the bid, which may be a bid bond (form enclosed), certified check, or cashier's check, made payable to the Northern Marianas Housing Corporation. Such bid bond or check shall serve to guarantee that:
- (1) the bidder shall not withdraw his bid for a period of ninety (90) days after the scheduled closing time for the receipt of bids;
 - (2) if bid is accepted, the bidder will enter into a formal contract with the NMHC in accordance with the contract for construction included as part of the contract documents; and
 - (3) the required Performance Bond and labor/materials Payment Bond will be submitted upon execution of the contract.
- B. In the event of the withdrawal of said bid by within said period, the bidder shall be liable to the NMHC for the full amount of the bid guarantee as representing the damage to the NMHC on account of the default of the bidder in any particular case hereof. The bid guarantee shall be returned to bidders after NMHC and the accepted bidder have executed the contract and the NMHC has approved the executed Performance and Payment Bonds.

- C. A surety company shall hold a Certificate of Authority from the United States Secretary of the Treasury as an acceptable surety or other surety acceptable to the Attorney General. Checks or money orders submitted as a bid guarantee shall be made payable to the Northern Marianas Housing Corporation, P. O. Box 500514, Saipan, MP 96950.

6. NON-COLLUSION AFFIDAVIT:

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

7. RIGHT TO ACCEPT AND REJECT BIDS:

- A. The NMHC reserves the unqualified right, in its sole and absolute discretion, to reject any and all bids, or to accept that bid or combination of bids, if any, which in its sole and absolute judgment will under all circumstances best serve the Government's interests. In the event that the successful bidder fails to execute the contract upon his part or furnish satisfactory surety upon the bond, the NMHC, after declaring forfeited the security deposit of such bidder, reserves the option to accept the bid of any other bidder within ten (10) days from such effect as to such bidder as though he were originally successful bidder.

8. CONTRACT SECURITY:

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

9. STATUTORY REQUIREMENTS:

- A. The Contractor and subcontractors employed in the completion of the project shall comply with all applicable Federal, State, and Local Laws and in particular the following Federal Law, Executive Orders, and regulations issued thereunder:
- (1) The Contract Work Hours Standards Act, as amended (40 USC 327-332);
 - (2) The Copeland "Anti-Kickback" Act, as amended (40 USC 276 (c); (18 USC 874);
 - (3) Title VI and the Civil Act of 1964, as amended (42 USC 200 d-4) and Executive Orders 11246 and 11375, as amended, and specifically to the following:
 - (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and the employees are treated during employment, without regard to their race, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment

- advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (b) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause.
 - (c) The Contractor will, in all solicitations or advertisements for employees place by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, sex, religion, or national origin.
 - (d) The Contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement another contract or understanding, a notice to be provided by the Agency Contracting Officer, advising the labor union or workers representative of the Contractor's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in the conspicuous places available to employees and applicants for employment.
 - (e) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, or relevant orders of the Secretary of Labor.
 - (f) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and the rules, regulations, and orders of the Secretary of Labor, and will permit access to his books, records and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders, each contractor and subcontractor of Federally financed construction work is required to file an Equal Employment Opportunity Employer Information Report (EEO - 1 on standard Form 100) annually on March 31.
- (4) In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with such rules, regulations or orders, this contract may be canceled, be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (5) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Contracting Agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event that the Contractor becomes involved in, or is threatened with litigation with subcontractor or vendor as a result of such direction by the Contracting Agency, the Contractor may request the Government to enter into such litigation to protect the interest of the Government.

10. NON-DISCRIMINATION IN EMPLOYMENT:

- A. Contracts for work under this proposal will obligate the Contractors and subcontractors not to discriminate in employment practices.
- B. Bidders must submit with their initial bid a signed statement as to whether they have previously performed work subject to the President's Executive Order No. 11246 (September 24, 1965).
- C. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract.
- D. Successful bidders must, if requested, submit a list of all subcontractors who will perform work on the project and written signed statements from authorized agents of the labor pools with which they will or may deal from employees on the work together with supporting information to the effect that said labor pool's practices and policies are in compliance are in conformity with Executive Order No. 11246 (September 24, 1965) and that said labor pools will affirmatively cooperate in or offer no hindrance to the recruitment, employment and equal treatment of employees seeking employment and performing work under the contract, or a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish same prior to the award of the contract.

11. ACCESS TO WORK:

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

12. CONTRACTOR'S LICENSE:

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

13. CONTRACT:

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

construction conferences, the successful bidder and his known principal subcontractors shall be required to present and discuss the approach to be taken by the successful bidder and subcontractors to implement the requirements of affirmative action for equal employment and training in accordance with Executive Order No. 11246, as amended, as well as other Labor Standards, payroll, and record keeping requirements.

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

14. **DISQUALIFICATION OF BIDDERS:**

- A. The Government reserves the right to disqualify bidders for any of the following reasons:

- (1) Lack of competency upon investigation and determination by the Contracting Officer;
- (2) Uncompleted work which, in the judgment of the Government, might hinder or prevent the prompt completion of additional work if awarded;
- (3) Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement for bids;
- (4) Default under previous contracts;
- (5) More than one bid from a bidder under the same or different name;
- (6) Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidder for any future work of the Government until such participant shall have been reinstated as a qualified bidder;
- (7) Otherwise not responsible bidder.

15. **METHOD OF AWARD:**

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

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

16. ADDITIONAL REQUIREMENT:

- A. This project is funded whole or in part by a grant from the U. S. Department of Housing and Urban Development (HUD), under its Community Development Block Grant (CDBG) provided to the Commonwealth. Contractor shall acknowledge that a project sign is located prominently at the project site prior to construction and shall be maintained for the duration of the construction period.
- B. Contractor and Subcontractors provide are must comply to regulations stipulated in the “Contractor’s Assurances” incorporated as part of the bid documents, and must not discriminate on the basis of race, color, religion, gender, age, disability, or national origin in employment or provision of services.
- C. Attention is called to Section 3 of the Housing and Community Development Act of 1968 which requires recipients of U.S. Department of Housing and Urban Development (HUD) funds and the contractors they do business with relative to the project, to help ensure that the economic opportunities generated by these HUD funds are provided to local low-income residents and the businesses that serve them “to the maximum extent feasible.” All construction Contractors, to the maximum extent feasible, shall provide training, contracting, and employment opportunities to low income residents residing in NMHC’s projects.
- D. The successful bidder will also be required to affirmatively ensure that, in any contract entered into pursuant to CDBG projects, Minority and/or Women’s Business Enterprises (MBE/WBE) or General Contractors with MBE/WBE will be accorded full participation.
- E. Attention is also called to the Labor Standard Provisions for Wage Rate Determination as noted in the Department of Labor General Decision. Bidders are advised that all wage rates for employees performing work, labor and services on this project shall be paid no less than the minimum wage rate of \$7.25 per hour which took effect on September 30, 2018, as established by Federal law, or the U. S. Department of Labor General Decision No. CM20200002, whichever is greater.
- F. Davis-Bacon and HUD-determined maintenance and non-routine maintenance prevailing wage rate determinations which apply to **ALL MANPOWER** employed by Contractor and Subcontractor working on CDBG projects as administered by NMHC. These labor standards provisions provide payroll, record keeping and prevailing wage rate requirements which are monitored throughout the duration of the project.

BID PROPOSAL

Date: _____

To: Procurement Officer
Northern Marianas Housing Corporation (NMHC)
Mariana Islands, Saipan, MP 96950

VENDORS:

The undersigned (hereinafter called the Bidder), a _____ (Corporation, Partnership or Sole Proprietor) organized and/or doing business under the laws of the Commonwealth of the Northern Mariana Islands, hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary for: **Purchase and Installation of Lighting Fixtures for the Oleai Track and Field Facility**, all in accordance with the Scope of Work, Specifications by the Northern Marianas Housing Corporation (NMHC) and other Contract Documents prepared by the NMHC, for the prices stated in the Bid Form attached hereto, plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the unit and/or lump sum prices stated in the attached itemized proposal form.

The bid guarantee attached, in the sum of not less than fifteen percent (15%) of the amount of the bid, is furnished to the NMHC as a guarantee that the agreement will be executed. In the event that this bid is accepted, and the undersigned bidder shall fail to execute the contract under the conditions and within the time specified in this bid, the bid guarantee shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder, said amount being beforehand determined as being reasonable and containing no penalties.

If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within **ninety (90) calendar days** after the opening, the undersigned agrees to execute the forms of agreement included as one of the Contract Documents, and to furnish a Performance and Payment Bond, each in an amount equal to one hundred percent (100%) of the contract amount.

The undersigned hereby acknowledges receipt of the following Addenda:

Addendum No.:

Dated:

If awarded the contract, the undersigned agrees to complete the work within **One Hundred Eighty (180) calendar days** of the commencement of the Contract Time as defined in the General Conditions of the Contract and Agreement.

The undersigned understands that the NMHC reserves the right to reject any or all bids or to waive any formality or technicality in any bid in the interest of the NMHC.

Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or submitting of proposals for the Contract for which proposal is submitted:

SUBMITTED BY:

Representative: _____
(Print Name) (Signature)

Title: _____

Company Name: _____

Company Address _____

Telephone: _____ Fax: _____

BID FORM

TO: Procurement Officer
Northern Marianas Housing Corporation
Commonwealth of the Northern Mariana Islands
Saipan, MP 96950

PROJECT:

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

1. BASE BID:

Purchase and Installation of Lighting Fixtures (\$ _____)

2. ADDITIVE BID:

Purchase of an additional 12 Ephesus All Field Series 750-watt Sport LED with Visor Lighting- or 6 (6) Musco TLC LED 1500 Luminare or equivalent:

(\$ _____)

2. The bidder hereby further agrees to commence work under this contract on the date in the written "Notice to Proceed" as established by the Northern Marianas Housing Corporation (NMHC) and to fully complete the project within **One Hundred Eighty (180)** calendar days thereafter, as stipulated in the Contract Documents.

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

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

Representative: _____
(Print Name) (Signature)

Title: _____

Company: _____

Mailing Address: _____

Email Address: _____

Phone: _____ Fax: _____

OLEAI TRACK & FIELD LIGHTING REPLACEMENT PROJECT

SCOPE OF WORK

Before preparing the Bid, carefully read the Invitation for Bid, Notice to Bidders, Scope of Work, and Drawings. This Scope of Work is considered part of the Bid Documents as stated in the Contract.

1. Mobilization

1.1 General: This work consists of installing temporary fences and safety measures, moving personnel, equipment, material, temporary facilities, submittal of materials, project schedules, shop drawings, and incidentals to the project and performing all work necessary before beginning work at the project site. Mobilization includes obtaining permits, insurances, and bonds. Refer to contract documents for additional requirements.

- a) Contractor shall be responsible to obtain the following: bonding; insurances; and permits;
- b) 10% retainage will be held by NMHC until project is complete and certified.

2. Recondition Existing Electrical Panel Box, Including Installation of New Circuit Breakers, Painting, Replacement of Lock Set and Labeling

This work consists of verifying existing loads and wiring conditions, cleaning, repainting, replacement of circuit breakers, minor repairs for safety improvements, testing and commissioning. Contractor to field verify panel requirements, existing load conditions, new lighting and circuit breaker requirements.

Before starting, examine the panel box for any exposed wires or safety issues and disconnect any power prior to working on wiring or electrical box.



The existing electrical panel box is located on the north-facing exterior wall of the Gilbert C. Ada Gymnasium.

All products used to complete this item shall be UL listed and approved including anti-rust paint, circuit breakers and lock set.

Testing and commissioning of this item shall be done in the presence of the Contracting Officer or his authorized representative.

2.1 Clean the electrical panel box and paint with anti-rust paint in gray finish.

- a. Remove existing panel cover.
- b. Clean panel interior.
- c. Clean existing paint finish and remove rust from panel box surfaces with sandpaper or soft wire brush. Clean excess dust from surface after sanding is complete.
- d. Prepare panel surface and cover for paint primer.
- e. Clean and replace missing or damaged screws.
- f. Use exterior primer and anti-rust spray paint meeting the following:
 - i. Color: Gray, Exterior
 - ii. Finish: Smooth, Semi-Gloss, Waterproof
 - iii. Acceptance: Owner approved.
- g. Re-install panel box cover back to original location.
- h. Five (5) years paint warranty in addition to the one (1) year Contractor's performance warranty.

2.2 Replace existing circuit breakers with new GFCI circuit breakers.

- a. Verify and replace existing circuit breakers with new GFCI circuit breaker based on new LED flood light amperage requirement.
- b. Prevent any overload to existing panel.
- c. Two (2) year product warranty in addition to the one (1) year Contractor's performance warranty.

2.3 Replace panel box lock lever set to match existing or equivalent.



The existing lock lever and padlock hasp and staple for electrical panel box.

- a. Provide and install new zinc-alloy or stainless-steel lock set with two (2) sets of original keys; Owner approved.

2.4 Provide and install new weatherproof circuit breaker label.

- a. Provide and install new waterproof circuit breaker label on interior panel door surface.

2.5 Install circuit breakers to accommodate electrical demands of two (2) new metal poles to be relocated from baseball field in the near future in a separate contract.

3. Remove Existing Spotlights and Brackets

This work consists of the removal of existing lights to be salvaged and turned over to the Northern Marianas Sports Association (NMSA), the Using Agency.

Before beginning electrical work, examine the area for any unsafe conditions, make necessary corrections and disconnect any power prior to working on wiring or electric box.



The existing metal pole on the southeast corner of the track and field.



The three (3) existing 1500-watt spotlights on metal pole at the southeast corner of the track and field.

3.1 Remove three (3) existing 1500-watt spotlights and brackets on metal pole on the southeast corner of the track and field, salvage and turn over to NMSA.

- a. Carefully remove existing 1500-watt spotlights complete with housing units.
- b. Remove brackets and replace with brackets that meet lighting manufacturer's specifications.
- c. Contractor is to turn over spotlights with housing units and salvageable brackets to NMSA in writing with certified copy of receipt.
- d. Provide proof of written receipt to the Contracting Officer for official record purpose.



The existing metal pole on the northwest corner of the track and field.



The existing metal pole on the northwest corner of the track and field.

3.2 Remove eight (8) existing 1500-watt spotlights and brackets on metal pole on the northwest corner of the track and field, salvage and turn over to NMSA.

- a. Carefully remove existing 1500-watt spotlights complete with housing units.
- b. Remove brackets and replace with brackets that meet lighting manufacturer's specifications.
- c. Contractor is to turn over spotlights with housing units and salvageable brackets to NMSA in writing with certified copy of receipt.
- d. Provide proof of written receipt to the Contracting Officer for official record purpose.



Wooden Pole #1 on the southwest corner of the track and field in front of the restrooms.



Wooden Pole #2 on the north end of the track and field by the Saipan Mayor's Office.



Wooden Pole #3 on the north end of the track and field, east of Wooden Pole #2.

3.3 Remove nine (9) existing 1000-watt spotlights on three (3) existing wooden poles, salvage and turn over to NMSA.

- a. Carefully remove existing 1000-watt spotlights complete with housing units.
- b. Contractor is to turn over spotlights and housing units to NMSA in writing with certified copy of receipt.
- c. Provide proof of written receipt to the Contracting Officer for official record purpose.

4. Furnish, Install and Energize New UL Listed LED Stadium Flood Lights, Including Control Hub and Product Warranty

This work consists of the installation of new LED stadium flood lights including, new bolts and connection to existing metal brackets, connection of electrical wiring, adjustment of spotlight angles, testing and commissioning.

Before starting, examine the existing condition to verify spacing, sizes, and location of lights.

All light fixture products used to complete this item shall be UL listed meeting the product specifications and approved by the Contracting Officer.

Testing and commissioning of this item shall be done in the presence of the Contracting Officer or his authorized representative.

4.1 Furnish New UL Listed LED Sports Lighting, Including Product Warranty.

- a. Procure seventy-two (72) Ephesus All Field Series 750-watt Sport LED with Visor Lighting -or- forty (40) Musco TLC-LED-1500 Luminaire -or- equivalent lighting fixtures that creates a maintained minimum average illuminance of 30 footcandles (300 lux) at any given spot on the track or playing field over the warranty period.
- b. New LED lighting shall meet the following specifications -or- equivalent:

Specification	Ephesus All Field Series 750-watt Sport LED w/Visor Lighting	Musco TLC-LED-1500 Luminaire
i. Power requirements	227/480 VAC	227 VAC , 50/60 Hz
ii. Power consumption	750W	1500W
iii. Housing	Aluminum	Aluminum
iv. Protection Rating	IP66	IP65
v. Net weight	45 lbs (20.45 kgs)	67 lbs (30 kgs)
vi. Certificate	UL	UL
vii. Operation Temperature	-45 °C to 55 °C	50 °C
viii. Product Warranty	10-Year	10-Year

See Attachments 1 and 2.

- c. If Contractor is to procure alternative lighting fixtures, shop drawings, product data or samples must be submitted to the Contracting Officer and NMSA for approval prior to award of contract.

4.2 Furnish control hub for the entire lighting system.

- a. Procure Ephesus AirMesh Control Hub -or- Musco Lighting Control System -or- equivalent. See Attachments 3 and 4.
- b. The control hub, at minimum, should have remote on-off, scheduling and dimming features.
- c. If Contractor is to procure alternative control hub, shop drawings, product data or samples must be submitted to the Contracting Officer and NMSA for approval prior to award of contract.

4.3 Furnish and install brackets that meet lighting manufacturer's specifications in strict accordance with manufacturer's written instructions.

4.4 Install and Energize thirty-six (36) Ephesus All Field Series 750-watt Sport LED with Visor Lighting -or- twenty (20) Musco TLC-LED-1500 Luminaire -or- equivalent on existing metal poles.

- a. Install eighteen (18) Ephesus All Field Series 750-watt Sport LED with Visor Lighting -or- ten (10) Musco TLC-LED-1500 Luminaire -or- equivalent on each metal pole in strict accordance with manufacturer's written instructions. Each lighting fixture should come with the manufacturer's retrofit installation hardware kit including bolts, washers, wire nuts, etc.
- b. Space and bolt each new lighting fixture according to the manufacturer's recommendation.
- c. Connect each new lighting fixture to existing wires.
- d. Install each lighting fixture as set out in the manufacturer's layout to attain a minimum average illuminance of 30 footcandles (300 lux) at any given spot on the track and field over the warranty period.
- e. Test lights at night to properly adjust direction of the light as specified by the lighting supplier. Test lights in the presence of the Contracting Officer and NMSA.

4.5 Remaining lighting fixtures to be installed when two (2) metal poles from the baseball field are relocated to the track and field. The relocation of two (2) metal poles from the baseball field will be in a separate contract.

4.6 Install and test Ephesus AirMesh Control Hub -or- Musco Lighting Control System -or- equivalent. Installation must be in accordance with manufacturer's written instructions. Placement of control hub to be decided by NMSA.

5. Recondition and Repair Existing Electrical Handholes

The work in this area includes the reconditioning and repair of two (2) existing electrical handholes and replacement of electrical wires. This work consists of the

cleaning and repair of electrical concrete handholes and cover including the replacement of electrical wiring and testing in accordance with the National Electric Code (NEC). Contractor to field verify type, size and quantity of electrical wiring work.

Before starting, examine the existing condition to verify any unsafe conditions, make necessary corrections and disconnect any power prior to performing any electrical works.

All electrical wiring must meet NEC codes and approved by the Contracting Officer.

Testing and commissioning of this item shall be done in the presence of the Contracting Officer or his authorized representative.



The handhole at the southeast corner of the track and field.



The handhole at the northwest corner of the track and field.

- a. Clean exterior and interior of concrete handholes and cover from overgrown vegetation, dirt and rust.
- b. Verify existing wires inside the handholes and replace damaged wires to match existing size and quantity.
- c. Clean and remove rust from all metal surfaces in the handholes; repaint with three (3) coats exterior rust proof spray paint in gray color.
- d. Apply grease along manhole cover perimeter to allow easy opening for maintenance purposes.
- e. Testing of all connections shall be done in the presence of the Contracting Officer and NMSA.

6. Removal of Existing Wooden Power Poles

The work consists of the removal of metal frames, supports, conduits, wires, power meter, switch boxes, other fixtures and the wooden power poles in coordination with the Commonwealth Utilities Corporation (CUC).

Prior to beginning the work in this area, identify any unsafe conditions, make necessary corrections and disconnect any power prior to working on electrical repairs.

- a. Remove metal frames, supports, conduits, wires, power meter, switch boxes and other fixtures from wooden power poles in coordination with CUC.
- b. Remove three (3) existing wooden power poles in coordination with CUC.
- c. Metal frames, supports, conduits, wires, power meter, switch boxes, other fixtures and wooden power poles are to be turned over to NMSA in writing with certified copy of receipt.
- d. Provide proof of written receipt to the Contracting Officer for official record purpose.

7. Removal and Disposal of Existing Transformer and Wooden Power Pole

This work consists of the disconnection and removal of the existing transformer from the wooden power pole on the north end of the track and field in coordination with CUC. Once removed, the transformer is to be returned to CUC.

Before starting the work in this area, identify any unsafe conditions, make necessary corrections and disconnect any power prior to performing any electrical repairs.



The existing transformer on wooden power pole at the north end of the track and field.

- a. Coordinate removal of transformer with CUC.
- b. Turn transformer over to CUC in writing with certified copy of receipt.
- c. Coordinate removal of the wooden power pole with CUC.
- d. Turn wooden power pole over to NMSA in writing with certified copy of receipt.
- e. Furnish copies of receipts to the Contracting Officer as part of the close out records.

8. Product Delivery, Storage and Handling

Materials must be delivered to the job site in good condition in manufacturer's original, unopened packaging or containers with label information clearly marked.

Materials are to be stored in a space protected from weather.

9. Job Conditions

At time of installation, all surfaces for light fixtures must be clean and dry.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ as PRINCIPAL, and _____ AS SURETY are held and firmly bound unto the Commonwealth of the Northern Mariana Islands, hereinafter called the "Government", in the penal sum of _____ Dollars (US\$ _____) for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATIONS ARE SUCH, that whereas the PRINCIPAL has submitted the accompanying bid dated _____, 20____, for _____.

NOW, THEREFORE, if the principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified therefore, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Northern Marianas Housing Corporation (NMHC), in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give bond within the time specified, if the Principal shall pay the NMHC the differences between the amount specified in said bid and the amount for which the NMHC may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals, this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

The rate of premium on this bond is _____ per thousand.

The amount of premium charged, \$ _____.

(The above must be filled in by Corporate Surety).

IN PRESENCE OF:

(Individual Principal) SEAL

(Business Address)

(Individual Principal) SEAL

(Business Address)

Attest:

(Corporate Principal) SEAL

(Business Address)

AFFIX CORPORATE SEAL

BY:

Attest:

(Corporate Surety) SEAL

(Business Address)

(Business Address)

Certificate as to Corporate Principal

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his/her signature, and his/her signature is genuine; and that said bond was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body.

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

Project:

Commonwealth of the Northern Mariana Islands

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

SAIPAN, MARIANA ISLANDS

)
)
)

SS

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

That he is _____

(A partner or officer in the firm of, etc.)

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

Signature of _____

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__.

EQUAL EMPLOYMENT OPPORTUNITY

Date: _____

PROJECT: _____

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

Representative: _____
(Print Name) (Signature)

Title: _____

Company: _____

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

CERTIFICATION OF NONSEGREGATED FACILITIES

PROJECT: _____

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause).

The Federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term segregated facilities means "any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker room and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such certifications in his files.

Representative: _____
(Print Name) (Signature)

Title: _____

Company: _____

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

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: _____

SMALL, MINORITY, WOMEN-OWNED BUSINESS CONCERN REPRESENTATION

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

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

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

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

(check the block applicable to you)

☐ Black Americans ☐ Asian Pacific Americans

☐ Hispanic Americans ☐ Asian Indian Americans

☐ Native Americans ☐ Hasidic Jewish Americans

Bidder's/Proposer's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name & Mailing Address)

Telephone: _____

Fax No.: _____

NORTHERN MARIANAS HOUSING CORPORATION

CONTRACTOR'S ASSURANCES

(ALL contracts and subcontracts)

1. The Civil Rights and Age Discrimination Acts Assurances:

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

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

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

first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

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

3. State Nondiscrimination Clause:

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

Bidder's/Proposer's Certification and Signature:

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

(Signature)

(Date)

(Typed or Printed Name)

(Title)

(Company Name & Mailing Address)

Telephone: _____

Fax No. _____

Other Contact Nos.: _____

SECTION 3 AFFIRMATIVE ACTION PLAN
ALL CONTRACTS AND SUBCONTRACTS

In accordance with the Housing and Urban Development Act of 1968, as amended, and the regulations pursuant to that Act.

(Contractor)

Agrees to comply with Section 3 of that Act by assuring that to the greatest extent feasible:

1. Training and employment opportunities will be given to lower income residents of the project; and
2. Contracts in connection with the project will be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

_____ will initiate the following actions to insure utilization of lower income project residents as employees or trainees and to incorporate project area small businesses as subcontractors and suppliers.

1. The Contractor will establish and maintain a directory of service organization, job referral agencies and manpower training programs operating within, or servicing, project area residents.
2. The Contractor will submit, prior to the award of a contract, a signed assurance that it will comply with Section 3 regulations and requirements.
3. The Contractor will provide, prior to the signing of a contract, a statement of work force needs, including trainee positions.
4. The Contractor will notify community-based organizations of available employment opportunities, and shall maintain records of response from such organizations.
5. The Contractor will make continuing personal recruitment efforts directed to such service organizations and to schools with lower income resident training programs with which he/she is familiar.
6. The Contractor will maintain a file of the names and addresses of each low-income resident workers referred to him and that action was taken with respect to each such referred worker and, if the worker was not employed, the reasons therefore (attached together with this Plan).
7. The Contractor will include the Section 3 clause in every subcontract for work in connection with HUD-assisted projects (attached).

8. For each subcontract, the Prime Contractor will submit, prior to contract award, the Section 3 Affirmative Action Plans of its subcontractors.
9. The Contractor will not attempt to circumvent Section 3 provisions.
10. The Contractor will, to the greatest extent feasible, attempt to employ or fill training positions with lower income project area residents; it will, as a minimum, provide evidence of the following:
 - a. Attempts to recruit from the project area through local advertising media, Community organizations, public and private agencies operating within or serving the project area, such as the CNMI Department of Labor/Employment Service and the Workforce Investment Agency (WIA) and/or the Private Industry Council.
 - b. Maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and that he has employed such persons If otherwise qualified and if an opening exists.
11. The Contractor will, to the greatest extent feasible, attempt to incorporate project area businesses as subcontractors and suppliers.
12. The Contractor will provide the Section 3 workforce and business utilization reports required under this contract.

_____ fully realizes failure or refusal to comply and give satisfactory assurances of future compliance with the requirements of this Affirmative Action Plan shall be proper basis for any and all of the following actions: cancellation, termination or suspension in whole or in part of the contract; a determination of ineligibility or debarment from any further contracts under any Federal program with respect to which the failure or future occurred until satisfactory assurances of future compliance have been received.

Authorized Signature: _____ Date: _____

Print Name/Title: _____

Economic Opportunities for Low – and Very Low-Income Persons

OMB Approval No: 2529-0043
(exp. 11/30/2010)

HUD Field Office:

1. Recipient Name & Address: (street, city, state, zip)	2. Federal Identification: (grant no.)	3. Total Amount of Award:
	4. Contact Person	5. Phone: (Include area code)
	6. Length of Grant:	7. Reporting Period:
8. Date Report Submitted:	9. Program Code: (Use separate sheet for each program code)	10. Program Name:

A Job Category	B Number of New Hires	C Number of New Hires that are Sec. 3 Residents	D % of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents	E % of Total Staff Hours for Section 3 Employees and Trainees	F Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade (List Trade)					
Trade					
Trade					
Trade					
Trade					
Other (List)					
Total					

8 = CDBG State Administered
9 = Other CD Programs
10 = Other Housing Programs

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts:

A. Total dollar amount all non-construction contracts awarded on the project/activity	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- ☐ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- ☐ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- ☐ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- ☐ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- ☐ Other; describe below.

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Form HUD-60002, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to recipients of housing and community development assistance in excess of \$200,000 expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts, which are to be completed for all programs covered by Section 3. Part I relates to **employment and training**. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F). Part II of the form relates to **contracting**, and Part III summarizes recipients' **efforts** to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. **Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.**

HUD Field Office: Enter the Field Office name.

1. Recipient: Enter the name and address of the recipient submitting this report.
2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
- 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
6. Reporting Period: Indicate the time period (months and year) this report covers.
7. Date Report Submitted: Enter the appropriate date.

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.
9. Program Name: Enter the name of HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: (Mandatory Field) Enter the number of new hires for each category of workers identified in Column A in connection with this award. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: (Mandatory Field) Enter the number of Section 3 new hires for each category of workers identified in Column A in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: (Mandatory Field) Enter the number of Section 3 residents that were trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts – Self-explanatory

Submit one (1) copy of this report to the HUD Headquarters Office of Fair Housing and Equal Opportunity, at the same time the performance report is submitted to the program office. The Section 3 report is submitted by January 10. Include only contracts executed during the period specified in item 8. PHAs/IHAs are to report all contracts/subcontracts.

* The terms "low-income persons" and very low-income persons" have the same meanings given the terms in section 3 (b) (2) of the United States Housing Act of 1937. **Low-income persons** mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that

The Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. **Very low-income persons** mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income area, as determined by the Secretary with adjustments or smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

NORTHERN MARIANAS HOUSING CORPORATION

**SPECIAL CONDITION
PROJECT SIGN – ACKNOWLEDGMENT**

CDBG PROJECT XXXX

OTHER _____

All construction projects in excess of \$50,000 which are undertaken using funds paid by NMHC directly from its general account or through a grant agreement, whether undertaken by the grantee or a subrecipient or subgrantee, shall have a project sign located prominently at the project site. The sign shall be installed prior to construction and shall be maintained for the duration of the construction period.

The sign shall be a minimum of 4 feet by 4 feet. The background of the sign shall consist of three equal horizontal bands: the top red, center white, and the bottom blue. Lettering shall be black. The top section shall contain the name of the project and any other relevant information, e.g., the name of the project sponsor, purpose of the project, etc.

The center section shall contain the following language:

FOR CDBG FUNDED PROJECTS:

“This project is funded in whole or in part with funds provided by the U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)” The U.S. Department of Housing and Urban Development (HUD) **shall be in 4 inch block letters.**

FOR OTHER PROJECTS: “This project is funded by NMHC.”

The lower section may contain such other information as is desired such as the name of the chief local executive office, other financial contributors, architect, engineer, etc.

Grantees or subrecipients may use the design and pattern of a previously developed project sign, provided that the sign is amended to acknowledge the contribution by the U.S. Department of Housing and Urban Development, in lettering no smaller than that used to acknowledge other contributors to the project.

NAME OF COMPANY/CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____
(Typed Name and Title)

MAILING
ADDRESS: _____

TEL: _____ FAX: _____

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.”

Contractor is a General Construction

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 Jacob Muna, Procurement Officer. 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

Company Owner
Company Name
P.O. Box
Saipan, MP 96950
Tel: (670)123-4567

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. Purchase and Installation of Lighting Fixtures for Oleai Track and Field Facility

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 *Ninety (90) Calendar days*.

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 _____ (\$ __, __.00) in exchange for the purchase and installation of lighting fixtures, and goods if any. In addition, the consideration for this agreement is in the mutual covenants and stipulations hereby agreed to by the parties and set out in the following paragraphs.

IX. DURATION OF CONTRACT

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

This contract will remain in effect for a period of **Ninety (90) Calendar Days** after the receipt of the Notice to Proceed.

X. CONTRACT EXTENSION

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

XI. DELIVERY AND PAYMENT

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

DATE THE NMHC RECEIVES INVOICE	INVOICE AMOUNT	PAYMENT DUE DATE
15 th and 30 th of every month		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

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

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: _____

Amount: _____

Roger A. Dris
Acting-Chief Financial Officer

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

Date

5. NMHC Board of Directors

Frank Lee S.N. Borja
Acting-Chairman

Date

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

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
Procurement Officer

Date

XV. END OF CONTRACT DOCUMENT

Procurement Information
(For government purposes only)

Method of Procurement (Check one only)

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

Type of Procurement (Check one only)

- ☒ **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

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT, that we,
_____ as PRINCIPAL,
and _____, as SURETY,
are held and firmly bound unto the Northern Marianas Housing Corporation (NMHC)", in the
penal sum of _____ Dollars
(US\$ _____) for the payment of which sum will and truly to be
made, we bind ourselves, our heirs, executors, administrators and successors, jointly and
severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas the
Principal entered into a certain contract, hereto attached, with the NMHC dated
_____, 20_____, for the _____.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons,
suppliers, laborers, and materials in the prosecution of the work provided for in said contract, and
any and all duly authorized modifications of said contract that may hereafter be made, notice of
which modifications to the Surety being hereby waived, then, this obligation to be void;
otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument
under their several seals, this _____ day of _____, 20_____,
the name and corporate seal of each corporate party being hereto affixed and these presents duly
signed by its undersigned representative, pursuant to authority of its governing body.

The rate of premium on this bond is _____ per thousand.

The amount of premium charges is _____.

(The above must be filled in by Corporate Surety).

IN PRESENCE OF:

(Individual Principal) SEAL

(Business Address)

(Individual Principal) SEAL

(Business Address)

Attest: _____ SEAL
(Corporate Principal)

(Business Address)

AFFIX CORPORATE SEAL

BY:

Attest: _____ SEAL
(Corporate Surety)

(Business Address)

Certificate as to Corporate Principal

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said Corporation; that I know his/her signature, and his/her signature is genuine; and that said bond was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body.

(Corporate Seal)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT, that we,
_____ as PRINCIPAL,
and _____, as SURETY,
are held and firmly bound unto the Northern Marianas Housing Corporation (NMHC),
hereinafter call "the Government", in the penal sum of _____ Dollars
(US\$ _____) for the payment of which sum will and truly to be
made, we bind ourselves, our heirs, executors, administrators and successors, jointly and
severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas the
Principal entered into a certain contract, hereto attached, with the NMHC dated
_____, 20_____, for the _____.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the
undertakings, covenants, terms, conditions, and agreement of said contract during the original
term of said contract and any extensions thereof that may be granted by the NMHC, with or
without notice to the Surety, and during the life of any guaranty required under the contract, and
shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and
agreements of any and all duly authorized modifications of said contract that may hereafter be
made, notice of which modifications to the Surety being hereby waived, then, this obligation to
be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument
under their several seals, this _____ day of _____, 20_____,
the name and corporate seal of each corporate party being hereto affixed and these presents duly
signed by its undersigned representative, pursuant to authority of its governing body.

The rate of premium on this bond is _____ per thousand.

The amount of premium charges is _____.

(The above must be filled in by Corporate Surety).

IN PRESENCE OF:

(Individual Principal) SEAL

(Business Address)

(Individual Principal) SEAL

(Business Address)

Attest: _____ SEAL
(Corporate Principal)

(Business Address)

AFFIX CORPORATE SEAL

BY:

Attest: _____ SEAL
(Corporate Surety)

(Business Address)

Certificate as to Corporate Principal

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said Corporation; that I know his/her signature, and his/her signature is genuine; and that said bond was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body.

(Corporate Seal)