



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

**INVITATION FOR BID (IFB)**

**NMHC IFB 2022-010**

**BID SUBMISSION DATE & TIME:** October 27, 2022, 11:00 a.m.

**Purchase and Installation of Typhoon Shutters and Windows for the Mihaville Estates Housing Units**

Project package will be available on **September 26, 2022**, on the NMHC website at [www.nmhcgov.net](http://www.nmhcgov.net) by clicking on the "Procurement" menu tab. Interested bidders shall register via email at [officemanager@nmhcgov.net](mailto:officemanager@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 at the NMHC Conference Room located in Garapan, Saipan on October 06, 2022, 11:00 a.m. Failure to attend the Mandatory Pre-bid conference will be considered a non-responsive bidder. Immediately after the Mandatory Pre-Bid conference, bidders are required to join the NMHC Personnel to visit and examine the project site. Failure to attend the project site visit will be considered a non-responsive bidder. Inquiries regarding this solicitation must be addressed in writing to Mr. Jacob Muna, Office Manager/Procurement Officer via email at [officemanager@nmhcgov.net](mailto:officemanager@nmhcgov.net) or mail at P.O. Box 500514, Saipan, MP 9650 or via fax at (670)234-9021, no later than 9:00 a.m. October 06, 2022.

For more information, contact Mr. Jacob Muna, Office Manager/Procurement Officer, at (670)234-6866/9447 or email at [officemanager@nmhcgov.net](mailto: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/  
Merced "Marcie" M. Tomokane  
Chairwoman  
NMHC Board of Directors



# NORTHERN MARIANAS HOUSING CORPORATION

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

Email: [nmhc@nmhc.gov.mp](mailto:nmhc@nmhc.gov.mp)

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

## INVITATION FOR BIDS

### NMHC IFB 2022-010

#### **Purchase and Installation of Typhoon Shutters and Windows for the Mihaville Estates Housing Units**

The Northern Marianas Housing Corporation (NMHC) is hereby giving notice that NMHC is soliciting sealed bids for the Purchase and Installation of Typhoon Shutters for the Koblerville Estates Housing Units in Saipan.

Interested individuals or firms may access the project package beginning September 26, 2022, on the NMHC website at [www.nmhc.gov.net](http://www.nmhc.gov.net) by clicking on the "Procurement" menu tab.

A Mandatory Pre-Bid Conference will be held at the NMHC Conference Room in Garapan, Saipan on October 06, 2022, 11:00 a.m. failure to attend the Mandatory Pre-bid conference will be considered a non-responsive bidder. Immediately after the mandatory pre-bid conference, bidders are required to join the NMHC Personnel to visit and examine the project site. Failure to attend the project site visit will be considered a non-responsive bidder. 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@nmhc.gov.net](mailto:officemanager@nmhc.gov.net) or fax to (670)234-9021, no later than 9:00 a.m. October 06, 2022.

Sealed bids must be marked **NMHC-IFB 2022-010**. 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 11:00 a.m., local time October 27, 2022**. 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 11:00 a.m., local time, **October 27, 2022**, and must be transmitted via facsimile to (670)234-9021, or via email to [officemanager@nmhc.gov.net](mailto:officemanager@nmhc.gov.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 **October 27, 2022** and must be received at NMHC no later than **November 08, 2022**. 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 09, 2022**, However, if no notice of intent to bid received from bidders outside the CNMI, bids will be opened at 10:30 a.m., local time on **October 27, 2022**.

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 capacity in any proceeding or application request for ruling, determination, claim or controversy, or other particular

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

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.

The bidder submitting the lowest responsible bid will be subject to a responsibility determination in conformance with the NMHC Procurement Regulations Section 100-60-245. The responsible bidder submitting the lowest responsible bid will be awarded a contract with NMHC.

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

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

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

# **INSTRUCTIONS TO BIDDERS**

## **1. RECEIPT AND OPENING OF BIDS:**

- A. Bid submission: October 27, 2022, no later than 10:00 a.m. Bids received after 11:00 a.m. will not be accepted. Bids will be publicly opened at 10:30 a.m. However, if NMHC receives a "Notice of Intent to Bid" on October 27, 2022, at 11 a.m. all bids will be publicly opened on November 09, 2022, at 10:00 a.m.
- B. One (1) original, three (3) copies bids shall be submitted on the forms furnished by the NMHC, and shall be sealed and addressed to the Mr. Jacob Muna, Office Manager/Procurement Officer Garapan, P. O. Box 500514, Saipan, MP 96950
- 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 **Three Hundred Sixty Five (365) 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 their 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 their bid/proposal in the blank space provided therefore, if this bid/proposal 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/proposal 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. Instruction to Bidders
2. Bid Proposal
3. Bid Form
4. Scope of Work
5. Provide a detailed cost breakdown
6. Statement of Bidders Qualification Form
7. CNMI Business License
8. Non-Collusion Affidavit
9. Contractor's Statement
10. Certification of Regarding Drug-Free Workplace Requirements
11. Equal Employment Opportunity Certification
12. Contractor's Assurances
13. Certification of Non-Segregated Facilities
14. Certification of Bidder regarding FLSA
15. NMHC Conflict of Interest Form
16. NMHC Debarment Form
17. Federal Labor Standards Provision
18. Current Listing of Employee names (copy of ID and work authorization to be included)
19. Technical Questions Form (if any question)
20. List of Vendors/Material Suppliers (if any)
21. Provide list of Sub-Contractors (if any)

**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 NMHC'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 a successful bidder.

**8. 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) (18 USC 874);
- (3) Title VI and the Civil Act of 1964, as amended (42 USC 200 d-4) and Executive Order 11246  
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 employee's 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' 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. 1 1246 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.

**9. 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.

**10. 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.

**11. 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.

**12. CONTRACT:**

- A. An award of the contract will not be made until after necessary investigations to the responsibility of the lowest bidder in accordance with the NMHC Procurement Regulations. Award of the

contract will be made by NMHC to the lowest and 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 Clearance 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; List of machinery and other equipment; Payment and Performance Bond 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 preconstruction 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 NMHC reserves the right to disqualify bidders for any of the following reasons:
  - 1. Bidders that are debarred or suspend from participating in any CNMI Government bidding or Federal bidding;
  - 2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidder for any future work of the NMHC until such participant shall have been reinstated as a qualified bidder;
  - 3. Failure to conform to essential requirements of the invitation for bids such as specifications or time of delivery;
  - 4. Imposition of conditions or restrictions in the bid which modify requirement of the invitation or limit the bidder's liability to NMHC;
  - 5. Unreasonable as to price;
  - 6. A bid from a non-responsive bidder as defined in the NMHC Procurement Regulations NMIAC 100-60-245.

#### **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 lowest 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 NMHC wishes to



accept alternate additive bids, then contract award will be made to that responsible bidder submitting the lowest 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 lowest 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 lowest 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. CM20210002, whichever is greater.
- F. Davis-Bacon and HUD-determined maintenance and nonroutine 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.

# Northern Marianas Housing Corporation (NMHC)

## BID PROPOSAL

Date: \_\_\_\_\_

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

### **VENDORS:**

The undersigned (herein after 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 necessary labor, materials, equipment, tools and services necessary for: **Purchase and Installation of Typhoon Shutters and Windows for the Mihaville Estates Housing Units**, all in accordance with the scope of Work, Specification 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 undersigned hereby acknowledges receipt of the following Addenda:

**Addendum No.:**

**Dated:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If awarded the contract, the undersigned agrees to complete the work within **Three Hundred Sixty Five (365) calendar days** of the commencement of the Contract Time as defined in the General Conditions of the Contract and Agreement.

The undersigned understands 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 had not entered into any collusion with any person in respect to the proposal or any other proposal or submitting or proposal for the Contract for which proposal is submitted:

# Northern Marianas Housing Corporation (NMHC)

SUBMITTED BY:

Company Name: \_\_\_\_\_

Representative : \_\_\_\_\_ Title \_\_\_\_\_

Signature : \_\_\_\_\_ Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address : \_\_\_\_\_

Phone No. : \_\_\_\_\_ Fax: \_\_\_\_\_

# Northern Marianas Housing Corporation (NMHC)

## **BID FORM**

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

**PROJECT:**

The undersign bidder, having examined all pertinent documents relating to the Invitation for Bid, proposes to provide all labor, materials, equipment, tools, 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 Typhoon Shutters and Windows for the Mihaville Estates Housing Units**

	(\$		.)	
Amount in words		Amount in numbers		

2. The bidder hereby further agrees to commence work under this contract on the date written in the "Notice to Proceed" as established by the Northern Marianas Housing Corporation (NMHC) and to fully complete the project within **Three Hundred Sixty Five (365) 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 established time.

3. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case, if a joint bid, each party thereto certifies as to its own organization. And to the best of his knowledge and belief that:
  - a) 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.
  - b) 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.

# Northern Marinas Housing Corporation (NMHC)

- c) 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 opening of the bids for any authorized postponement thereof.

**SUBMITTED BY:**

Company Name: \_\_\_\_\_

Representative : \_\_\_\_\_ Title: \_\_\_\_\_

Signature : \_\_\_\_\_ Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address : \_\_\_\_\_

Phone No. : \_\_\_\_\_ Fax: \_\_\_\_\_



Commonwealth of the Northern Mariana Islands

# NORTHERN MARIANAS HOUSING CORPORATION

## MIHAVILLE ESTATE



### INSTALLATION OF WINDOW

### SCOPE OF WORK

#### WINDOW PROJECT:

- Supply and install new sliding tempered glass window using series XO Type Clear Anodized finish, glaze with ¼ thickness clear float glass with insect screen;
  - Number of Units 48,
  - Sliding Window Sizes and Number of Sets:
 

▪ Window Size #1	6' X 4'	368 sets
▪ Window Size #2	2' X 2'	10 sets
▪ Window Size #3	105" X 48"	5 sets
▪ Window Size #4	3' X 3'	5 sets
▪ Window Size #5	4' X 3'	40 sets
▪ Window Size #6	3' X 2'	54 sets
▪ Window Size #7	12-5" X 2'	5 sets
▪ Window Size #8	32" X 72"	12 sets
  - Specification of Materials:
    - Windows: Sliding; Series XO Type Clear Anodized Frame, Glaze with ¼" & 3/16" Thk Clear Float Glass with Insect Screen.
    - Sealant: Glazing (wet) fixed, CRL Worksite 100% Pure Silicon #335 framing, CRL Worksite Polyurethane Construction Sealant, M66 white paintable.
    - Anchoring Fasteners & Rubber: Stainless flat head steel framing screws #12X2 ½" with CRL shoulder plastic anchors, not exceeding spacing of 12" on center, including 3/16" glazing rubber.
    - Wind load: +100 PSF or +200 MPH wind load capacity. Comply with 2018 IBC.
- All units are currently occupied; need to provide cover materials to prevent dust or any plying debris to spread inside the house.
- Completion Period: 365 calendar days from the date of notice to proceed. Project completion of 365 calendar days shall run concurrent with the installation of Typhoon Shutters.
- Warranty Period:
  - One (1) year warranty on materials and workmanship from the date of the project's completion.
- Provide itemized cost breakdown for the purchase and installation of windows and shutters.



Commonwealth of the Northern Mariana Islands

# NORTHERN MARIANAS HOUSING CORPORATION



## MIHAVILLE ESTATE

### INSTALLATION OF TYPHOON SHUTTERS

### SCOPE OF WORK

#### TYPHOON SHUTTER PROJECT:

- Supply and install aluminum accordion typhoon shutters using a clear anodized frame with five points locking system, cylinder lock in hook bolt deadlock, side-in barrel bolt top, and bottom.
  - Number of Units 48,
  - Typhoon Shutters Sizes and Number of Sets:
 

▪ Window Size #1	6' X 4'	368 sets
▪ Window Size #2	2' X 2'	10 sets
▪ Window Size #3	105" X 48"	5 sets
▪ Window Size #4	3' X 3'	5 sets
▪ Window Size #5	4' X 3'	40 sets
▪ Window Size #6	3' X 2'	54 sets
▪ Window Size #7	12-5" X 2'	5 sets
▪ Window Size #8	32" X 72"	12 sets
  - Specification of Materials:
    - Shutter: Aluminum Alloy on Shutter, Strength thickness of all sections are T-6 Strength of Aluminum, 15 Microns Anti Corrosion Finish Clear Anodize.
    - Shutter Hardware:
      - Locks: 5 Point Locking in System – 1 ea. Hook Bolt Type Insert Lock with Keyed Cylinder in lead stile; 4 ea. Round Stock Sliding into a tamper-proof concealed head and sill tube, rods are secured by a ¼" – 20 Stainless Steel Wing Nut.
      - Rollers / Bushing: Nylon hanging roller with stainless steel carriage, Nylon bushing with stainless steel washer – 1 set of rollers per pair of shutter blades, bushing and machine screw, dipped in stick wax.
      - Anchoring and installed in a concealed starter, jambs, head, sill part tube. All fasteners are concealed.
      - Wind load capacity: +200 MPH. Comply with 2018 IBC.
- All units are currently occupied; need to provide cover materials to prevent dust or any plying debris to spread inside the house.



- **365** calendar days from the date of notice to proceed. Project completion of 365 calendar days shall run concurrent with the installation of Windows.
- **Warranty Period:**
  - Five (5) years warranty on materials and workmanship from the date of the project's completion.
- Provide itemized cost breakdown for the purchase and installation of windows and shutters.

**Payments:**

- The NMHC will shall make payments based on actual work completed for each unit. The Contractor shall have the option to submit an invoice for actual work done for each unit or combine invoices for more than one unit (e.g. Invoice to NMHC for 2 units or 3 units).
- The Contractor shall include with their billing the following documents: Transmittal letter; Invoice; Certification of completion signed by the NMHC Personnel; and Project Report.

# Northern Marianas Housing Corporation (NMHC)

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

## FORM OF STATEMENT OF BIDDER'S QUALIFICATIONS

### GENERAL

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

#### DESCRIPTION

- A. Information submitted will be used by the NMHC to determine the competency and ability of the Contractor to perform the scheduled work in a manner deemed satisfactory to the Owner. The NMHC decision shall be final.
- B. The Contractor shall certify, by attaching his signature, that all information contained herein is complete and all statements and answers are accurate and true. Providing misinformation, incomplete information, inaccurate information, or failure to certify the information, will subject bidder to disqualification.

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

- 1. Name of Bidder : \_\_\_\_\_
- 2. Business Physical Address : \_\_\_\_\_
- 3. Business Mailing Address : \_\_\_\_\_
- 4. Business Phone & Fax No. : \_\_\_\_\_
- 5. Primary Contact Name : \_\_\_\_\_
- 6. Secondary Contact Name : \_\_\_\_\_
- 7. Primary Contact Email : \_\_\_\_\_
- 8. Secondary Contact Email : \_\_\_\_\_
- 9. When Organized : \_\_\_\_\_
- 10. Bidder is a (an) : \_\_\_\_\_  
(Sole Proprietor - Partnership - Corporation - LLC)

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

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

\_\_\_\_\_

# Northern Marianas Housing Corporation (NMHC)

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

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## **SOLE PROPRIETOR**

Social Security No., if Sole Proprietor: \_\_\_\_\_

Tax I.D. No.: \_\_\_\_\_

- Have you (as a Sole Proprietor), your business or anyone on the proposed team proposing on this project, ever been debarred or suspended?  Yes  No
- Are You (as a Sole Proprietor) your business or anyone on the proposed team proposing involved in any litigation with any agency/firm or NMHC?  Yes  No

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

## **CORPORATION**

Corporation is incorporated in the State of \_\_\_\_\_ :

President is \_\_\_\_\_ :

Treasurer is \_\_\_\_\_ :

Place of Business \_\_\_\_\_ :

Tax I.D. No. \_\_\_\_\_ :

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

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

11. How many years have you been engaged in the contracting business under your present firm or trading name? \_\_\_\_\_
12. Have you ever refused to sign a contract at your original bid? **Yes**  **No**
13. Have you ever defaulted on a contract? **Yes**  **No**
14. 8. Is the company currently involved in bankruptcy or similar proceedings? **Yes**  **No**   
(If yes, explain on a separate paper).

# Northern Marianas Housing Corporation (NMHC)

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

15. Has any director, officer, owner or managerial employee been convicted or the subject of a criminal indictment during the past five (5) years? **Yes**  **No**  If yes, if yes, summarize the matter and its disposition.
16. During the past five (5) years, has the company been the subject of an investigation or proceedings before the city, state or federal Departments of Labor for any alleged violation of any wage or labor law? **Yes**  **No**  **If yes**, if yes, summarize each such instance and its disposition.
17. Provide a brief summary of the company profile & names of its Officer/members with title an attached. (If incorporated)
18. Provide a list of current & past projects with clients name, start date and, completion date.
19. Provide a list of total number of employees and a total number of licensed professionals with companies organizational chart. (Use current employee listing form)
20. Provide a clear copy the Business license
21. Attach company's most current certified financial statement or, if a certified statement has not been issued within the past 12 months, the company's latest internal financial statement.

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

\_\_\_\_\_  
Type - Name-Authorized Official or Owner

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Official or Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Contact No.

\_\_\_\_\_  
Name of authorized Contact Representative

\_\_\_\_\_  
Contact No.

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

# Northern Marianas Housing Corporation (NMHC)

## NON-COLLUSION AFFIDAVIT

Project: \_\_\_\_\_  
Commonwealth of the Northern Mariana Islands

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

SAIPAN, MARIANA ISLANDS

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

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

\_\_\_\_\_  
Signature of

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

\_\_\_\_\_  
Seal of Notary Public

My commission expires on \_\_\_\_\_ 20 \_\_\_\_\_.

# Northern Marianas Housing Corporation (NMHC)

## CONTRACTOR'S STATEMENT

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/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 on \_\_\_\_\_, 20\_\_\_\_\_.

# Northern Marianas Housing Corporation (NMHC)

\*\*\*\*\*  
**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**  
\*\*\*\*\*

**PROJECT NAME:**

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**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 work place 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 program 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 program; and the penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;
- c. Making is 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);
  1. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract, the employee will: 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 violation;

# Northern Marianas Housing Corporation (NMHC)

- d. 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;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (1), with respect to any employee who is convicted:
  - 1. Taking appropriate personnel action against such 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;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

**B. Insert in the space provided below, or include as 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)

---

Signature of Authorized Representative of Contractor/Sub-contractor

---

Title

---

Print or Type Name

---

Date

---

Company Name

---

Email

[Contractor must specify all sites associated with the project i.e., offices/project area\(s\) and surrounding sites.](#)



# Northern Marianas Housing Corporation (NMHC)

## EQUAL EMPLOYMENT OPPORTUNITY

Project Name: \_\_\_\_\_

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

### CERTIFICATION BY BIDDER

\_\_\_\_\_  
Company Name & Address

\_\_\_\_\_  
Email

\_\_\_\_\_  
Signature of Authorized Representative of Contractor/Sub-contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

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

# Northern Marianas Housing Corporation (NMHC)

## **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

# Northern Marianas Housing Corporation (NMHC)

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.

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name, Mailing Address & Email Address)

Telephone: \_\_\_\_\_ Fax No. \_\_\_\_\_ Other Contact Nos.: \_\_\_\_\_

# Northern Marianas Housing Corporation (NMHC)

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

## CERTIFICATION OF NONSEGREGATED FACILITIES

PROJECT NAME: \_\_\_\_\_

We, \_\_\_\_\_ (Company) certify that we do not and will not maintain or provide for his employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location, under our control, where segregated facilities are maintained. We the federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause required by Executive Order 11246, amended.

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 rooms 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 we have obtained identical certifications from proposed subcontractors for specific time periods) we will obtain identical certifications from proposed subcontractor prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that we will retain such certifications in our files; and that we will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certification for specific time periods).

**NOTICE TO PROSPECTIVE SUBBUILDERS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES.** A certification of non-segregated facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

**NOTE:** *Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.*

Name of Company: \_\_\_\_\_

Owner/Authorized Representative: \_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

# Northern Marianas Housing Corporation (NMHC)

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

## CERTIFICATION OF BIDDER REGARDING FEDERAL LABOR STANDARDS AND DAVIS-BACON ACT

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Name of Prime Contractor

---

Project Name

### Bidder:

This certification is required to insure that the proposed Bidder understands that the Project or program to which the construction work covered by any construction greater than \$2,000.00, is being assigned by the United States of America and that the various Federal Labor Standards Provisions, summarized in *the* Form HUD\_4010, "Federal Labor Standards Provisions" are included in any such contract, pursuant to the provisions applicable to such Federal assistance. Nothing, however, shall prohibit the payment of more than prevailing wage rate to any construction worker employed on the construction project.

### Wage Determination:

Federal prevailing wage rates for construction labor can be obtained from the Wage Determination Online system:

<http://www.wdol.gov/>

### Wage Determination Posting:

Contractors and sub-contractors shall post the prevailing wage rates for each craft and classification in a prominent and easily place at the site of the work, or at such places as are used by them to pay workers.

The undersigned is required to ensure that all specifications and/or contracts include all applicable Federal wage rate determination and the required labor standards provisions summarized by Form **HUD-4010, Federal Labor Standards Provisions.**"

### Weekly Certified Payrolls:

It is the responsibility of each contractor and sub-contractor to submit weekly certified payrolls for project work:

<http://www.dol.gov/whd/forms/wh347.pdf>

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Company Address

---

Bidders Email Address

---

Owner/Authorized Representative Name

---

Title

---

Signature

---

Date

# Northern Marianas Housing Corporation (NMHC)

## ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

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

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

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

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

1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Bidder/Proposer in response to this Solicitation, and
2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Bidder/Proposer and it's company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the Northern Marianas Housing Corporation vendor database. It may further result in termination of any contractual relationship with the Northern Marianas Housing Corporation and may be grounds for disciplinary action, up to and including debarment by the NMHC, fines, penalties, imprisonment, or civil suit to be brought against Bidder/Proposer company.
  - a That to my knowledge, no employee or official of the NMHC, nor any public agency or official affected by this Solicitation or the Agreement to be signed if I am the successful Bidder/Proposer, has any pecuniary interest in the business of the Bidder's/Proposer's company or Bidder's/Proposer's subcontractor(s), nor does Bidder's/Proposer's subcontractors have any interest that would conflict in any manner or degree with the performance related to this Solicitation or Agreement.
3. I warrant that I and my subcontractor(s), if any, have not employed or retained any company or person other than a bona fide employee working solely for the Bidder's/Proposer's company or subcontractor(s) in order to solicit or secure an agreement with the Northern Marianas Housing Corporation, as related to this solicitation or any resulting Agreement, and that I and my subcontractor(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Bidder's/Proposer's company or Bidder's/Proposer's subcontractor(s) any fee,

# Northern Marianas Housing Corporation (NMHC)

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

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

5. I have complied with the following:

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

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

- No known actual or potential Conflicts of Interest are subject to disclosure.
- All identified actual or potential Conflicts of Interest and/or Unfair Competitive advantage(s) are stated below and submitted for further review by the Northern Marianas Housing Corporation.

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

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

# Northern Marianas Housing Corporation (NMHC)

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

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

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

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Company Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name/Signature of Authorize  
Official or Owner

\_\_\_\_\_  
Title



# Northern Marianas Housing Corporation (NMHC)

## DEBARMENT CERTIFICATION FORM

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### Certification Regarding Debarment, Suspension and Ineligibility

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1. The respondent certifies, by submission of this IFB/RFP Response, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal or local programs in the Territory or any Federal department or agency.
2. The respondent will provide immediate written notice to whom this Certification is submitted if at any time the Proposer learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The Respondent shall not knowingly enter any agreement/subcontractor relationship lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this procurement, unless authorized by the department or agency with which this procurement originated.
4. Where the respondent is unable to certify to any of the statements in this certification, such respondent shall attach an explanation to this IFB/RFP Response.

---

Company Name & Address

---

Email Address

---

Type or Print Name

---

Title

---

Signature of Authorize Official or Owner

---

Date

**A. 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.

**(1) MINIMUM WAGES**

- (i) 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 (WH1321)) 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) Additional Classifications.**

- (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;
  - (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, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed 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 ("Administrator"), 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 ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or 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 1235-0023.)

**(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 1235-0023.)

**(2) Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. 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 Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**(3) Payrolls and basic records.**

**(i) Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and 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(s), 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 1235-0023 and 1215-0018)

**(ii) Certified Payroll Reports.**

**(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 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 <https://www.dol.gov/agencies/whd/forms> 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 U.S. 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 1235-0008.)

- (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; and
- (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 3729 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 U.S. 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, fringe benefits 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 U.S. 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) **Certification of Eligibility.**
- (i) 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) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

**(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 B(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 B(1) of this paragraph, in the sum of \$27 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 B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (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 U.S. 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 B(2) of this paragraph.
- (4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(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 B(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 or her 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 29 CFR 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 U.S.C. § 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 (NMHC)

Required forms to be submitted WITH Contractor's Bid/Proposal

1. "Copy of Employee(s) Identification & Work Authorization (if applicable) must be attached in sequence to the numbering of this form"
2. Using the same form provide a separate list of Licensed Professionals

## Current Employee Listing Information

No.	Last Name	First Name	Middle Initial	Job Title/	Work Permit No. & Expiration Date (if any)	Citizenship
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

# Northern Marianas Housing Corporation (NMHC)

Required forms to be submitted WITH Contractor's Bid/Proposal

1. "Copy of Employee(s) Identification & Work Authorization (if applicable) must be attached in sequence to the numbering of this form"
2. Using the same form provide a separate list of Licensed Professionals

16						
17						
18						
19						
20						

**I, the undersigned, Authorized Representative, has accurately examined our company records and accurately provided the information of the current employee listing form is complete, true and correct to the best of my knowledge.**

Authorized Representative: \_\_\_\_\_  
Print & Sign

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact No.: \_\_\_\_\_

Email: \_\_\_\_\_



# Northern Marianas Housing Corporation

## FORM FOR SUBMISSION OF INQUIRIES

Submit additional sheets of this Form for Submission of Inquiries if more than 10 questions are to be submitted

IFB /RFP  \_\_\_\_\_

**Bidder/Proposer:** \_\_\_\_\_

**Date:** \_\_\_\_\_

No. Question

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

# Northern Marianas Housing Corporation (NMHC)

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

## LIST OF VENDORS

Vendors Name	Services/Product	Vendor Business Address & Tel. No.	Additional Information
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

**CONTRACT NO.: NMHC 2022-000**

**NMHC IFB 2022-010**

**Purchase and Installation of Typhoon Shutters and Windows for the Mihaville Estates Housing Units**

**Contractor: \_\_\_\_\_**

**COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS  
CONTRACT FOR PURCHASE OF SERVICES**

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**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."

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

**II. NOTICE**

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

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

\_\_\_\_\_  
P.O. Box 500  
Saipan, MP 96950  
Tel: (670)  
Email:

**III. COMMUNICATION**

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

**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 Typhoon Shutters and Windows for the Mihaville Estates Housing Units

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 *Three Hundred Sixty Five (365) Calendar days*.

**V. CONTRACTOR TO PROVIDE EQUIPMENT**

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

**VI. WARRANTY**

5-years warranty on materials and workmanship from the date of the projects completion.

**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.

<b>EXHIBIT</b>	<b>NAME OF DOCUMENT</b>
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 \_\_\_\_\_ (**\$000,000.00**) in exchange for the labor, materials and tools, 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 **Three Hundred Sixty Five (365) 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
Progress Billing based on actual completed work		NMHC will issue payment to the contractor within 30 days after submitting an invoice and following NMHC’s review, acceptance, and approval of invoice and supporting documents that show the contractor is compliant with contractual terms and conditions.

2. If the notice to proceed is issued after a date identified in the above-schedule, then the Contractor will invoice the NMHC on the next date identified in the above-schedule. Thereafter, invoices will be issued in accordance with the above-schedule and will continue to be issued until the contract is completed.
3. Upon receipt of an invoice(s), NMHC shall review invoice(s) and required documents within five (5) business days to determine compliance with contract terms and conditions. Contract shall be formally notified within five (5) business days of the results of NMHC’s review of the contractor’s submission, along with any discovered errors, irregularities, or violations that would need to be corrected. If no errors, irregularities or violations are identified, then NMHC shall process and release payment to the contractor within 30 days following its review of the contractor’s submission. Payment by NMHC shall be made only upon 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 Procurement Officer.

**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:     \$000,000.00    

\_\_\_\_\_  
Jeffrey Q. Deleon Guerrero  
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

\_\_\_\_\_  
Merced "Marcie" M. Tomokane  
Chairwoman

\_\_\_\_\_  
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)

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



Type of Procurement (Check one only)

- Initial procurement
- Subsequent procurement –
- Following Bid Protest
- Government’s Option
- Replacement for Defaulted Contractor

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

---

DRAFT

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

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**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**