

**REQUEST FOR PROPOSALS
RFP-2026-JUD-8/VSS BID NO. 42600113**

**ASSESSMENT AND REPAIR OF THE OFFICE OF ADULT PROBATION
SUPERVISION ROOF AND CEILING
FOR THE GUMA' HUSTISIA, IIMWAL AWEEWE, HOUSE OF JUSTICE
SAIPAN, NORTHERN MARIANA ISLANDS
P.O. BOX 502165, SAIPAN MP 96950 ("GUMA' HUSTISIA")
(670) 236-9791
WWW.NMIJUDICIARY.GOV**

DATE OF ISSUANCE: JULY 16, 2026

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REQUEST FOR PROPOSALS

SECTION I. INTRODUCTION.

The Commonwealth Judicial Branch (“Judiciary”) is accepting proposals from qualified, individuals/firms to assess and repair the roof and ceiling of the Office of Adult Probation Supervision (“OAPS”), which sustained damages as a result of Super Typhoon Sinlaku.

This solicitation is made pursuant to NMI Judiciary Rules of Procurement Rule 13.

SECTION II. INSTRUCTIONS.

- A. Proposal Package.** A copy of the Request for Proposals (“RFP”) Package (“Package”) is available on the CNMI Government’s Vendor Self Service (“VSS”) portal, at <https://selfservice.dof.gov.mp/vss/default.aspx>. The Package may also be retrieved online at www.NMIJudiciary.gov. You must register on the VSS to participate in this RFP. For registration instructions, please refer to <https://www.finance.gov.mp/division-forms/oit/cnmi-vss-registration-instructions.pdf>.
- B. Pre-Submission Conference.** A pre-submission conference (“Conference”) will be held on **Tuesday, July 21, 2025, at 9:30 a.m. Chamorro Standard Time (“ChST”) at the Screen and Security Zone Conference Room at Guma’ Hustisia in Susupe.** Prospective proposers located outside of Saipan may request a Microsoft teams link from the Procurement Officer at procurement@nmijudiciary.gov. Prospective proposers are strongly advised to conduct a physical site inspection to verify existing conditions and infrastructure, as well as to become fully aware of the scope of work the RFP intends. Prospective proposers shall be responsible for verifying all quantities and locations. To schedule a site visit, you may contact the Procurement Officer at procurement@nmijudiciary.gov no later than **Tuesday July 21, 2026, by 5:00 p.m., ChST.** Site visits may be scheduled from **Tuesday, July 21, 2026, through Friday, July 24, 2026, between 9:00 a.m. to 3:30 p.m., ChST, excluding weekends, holidays, and observed austerity hours.**
- C. Contact.** Questions regarding this RFP or the scope of work must be made to the Procurement Officer at procurement@nmijudiciary.gov no later **Wednesday, July 29, 2026, by 5:00 p.m., ChST.** Any clarification, response to request for information, or amendment related to the RFP shall be made by addenda. Questions submitted after the deadline may not be answered.
- D. Receipt and Proposal Opening.**
 - 1. Sealed Proposals within the CNMI.** Sealed proposals must be submitted via the VSS portal no later than **Monday, August 17, 2026, by 3:00 p.m., ChST.**
 - 2. Sealed Proposals outside the CNMI.** Sealed proposals must be submitted via the VSS portal no later than **Monday, August 17, 2026, by 3:00 p.m., ChST.**
 - 3. Proposal Openings.** Proposals shall be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation. A register of proposals shall be prepared and shall be open for public inspection after contract award.
 - 4. VSS Portal Errors.** In the event the VSS portal is unavailable prior to the proposal submission deadline, the prospective proposer must notify the Procurement Officer in writing of the technical issue to Procurement@NMIJudiciary.gov. The notification must include timestamped screenshots, photos, or other proof of the error. Provided that the prospective proposer has all required supporting documents to demonstrate that the proposal could not be uploaded or submitted through the VSS portal in a timely manner, submission via email shall be permitted to Procurement@NMIJudiciary.gov.

SECTION III. REQUIREMENTS.

A. Scope of Work. The chosen proposer shall provide the following goods/services:

1. Description. The chosen proposal must possess the specialized expertise, experience, and requisite license for the assessment and repair and shall assess and repair the roof and ceiling of OAPS as specified below.

a. Assessment. The chosen proposer shall conduct a comprehensive assessment of the exterior and interior conditions of OAPS' facility to identify the extent of water intrusion, damage, deterioration, and any other conditions requiring repair. Upon completion of the assessment, the chosen proposer shall submit a written report to the Judiciary detailing its findings and recommended repairs. The assessment shall include, at a minimum, the following areas:

1) Interior.

i. Reception and Conference Area.

- a) Water intrusion and damage of roof and ceiling;
- b) Condition of ceiling tiles;
- c) Condition of conference room flooring;
- d) Wall cracks and water intrusion, if any.

ii. Offices and Hallway Area.

- a) Water intrusion and damage of roof and ceiling;
- b) Condition of ceiling tiles;
- c) Condition of conference room flooring;
- d) Wall cracks and water intrusion, if any.

2) Exterior.

i. Main Entrance and Employee Entrance.

- a) Condition of the main entrance canopy;
- b) Condition of the roof above the employee entrance;
- c) Condition of exterior walls.

b. Repair. The chosen proposer shall perform repairs upon the Judiciary's approval of the assessment report. The repairs shall include but are not limited to the following:

- 1)** Removal and proper disposal of damaged roofing materials, ceiling tiles, and other damaged building components;
- 2)** Replacement of roofing materials with products of equal or better quality than the existing materials, subject to the Judiciary's approval;
- 3)** Replacement of damaged acoustic ceiling tiles with materials of equal or better quality than the existing ceiling system, subject to the Judiciary's approval;
- 4)** Repair of window leaks, wall cracks, flooring damage, canopies, and other damaged structural or architectural components identified in the approved assessment;
- 5)** Removal of existing window-mounted air conditioning units, where directed or as assessed, and proper sealant of the wall openings to prevent future water intrusion;
- 6)** Repair and restoration of all structural and non-structural components impacted by the roof and ceiling repairs;
- 7)** Ensure all installations are properly sealed, aligned, and finished in accordance with applicable building codes, manufacturer specifications, and industry standards.

- c. **Mobilization Pricing Requirements and Submission.** Proposers shall include separate pricing for mobilization based on the two scenarios identified below. Each pricing submission shall clearly identify all assumptions, inclusions, exclusions, and anticipated cost differences between the two scenarios. The purpose of this requirement is to allow the Judiciary to evaluate the cost impact of contractor-provided temporary facilities versus utilization of existing Judiciary facilities.

The Judiciary reserves the right, at its sole discretion, to select either mobilization approach based on project requirements, operational considerations, availability of Judiciary facilities, and overall best value to the Judiciary. The selected mobilization approach shall be incorporated into the resulting Contract.

- 1) **Option 1 – Full Contractor Mobilization (Contractor-Provided Utilities and Temporary Facilities).** The proposal shall include a lump sum mobilization price assuming the contractor is responsible for establishing all temporary site support facilities necessary to perform the scope of work. The chosen proposer shall assume that they will operate independently of the Judiciary's existing utilities and facilities unless otherwise authorized in writing.

The mobilization price shall include, but not be limited to, all costs associated with the following:

- i. Transportation, delivery, setup, and removal of Contractor-owned equipment, materials, and temporary facilities;
- ii. Contractor-provided temporary electrical power and associated distribution equipment;
- iii. Contractor-provided restroom/bathroom facilities;
- iv. Any temporary water service, waste disposal, communications, or other utilities required for performance of the scope of work;
- v. Site preparation, maintenance, operation, and protection of temporary facilities; and
- vi. Demobilization upon completion of the scope of work.

- 2) **Option 2 – Limited Mobilization (Use of Court-Provided Utilities and Facilities).** The proposal shall include a lump sum mobilization price assuming the chosen proposer will be permitted to utilize available Judiciary-provided electrical power and restroom/bathroom facilities to complete the scope of work. The mobilization price shall include all costs necessary to safely and effectively connect to, utilize, maintain, and protect Judiciary-provided facilities, including any required temporary connections, extension cords, distribution equipment, adapters, protection measures, or other related items.

B. Other Required Specifications.

1. **Compliance.** The chosen proposer must provide the goods/services in accordance with any and all applicable local and/or federal codes, rules, executive orders, and regulations; this includes assisting the Judiciary in obtaining any and all permits, if needed and not purchasing equipment or parts prohibited by the United States.

2. **Warranty.** The chosen proposer shall warrant the project to be free from defects in materials and workmanship for at least twelve (12) months from date of project acceptance.
3. **Removal and Disposal of Materials.** The chosen proposer shall provide all labor, materials, and any other items/services necessary and incidental, for the removal and disposal of materials, wastes, and debris both directly and indirectly related to the project. These materials shall be removed from the premises and be properly disposed of by the chosen proposer in accordance with all the hazardous waste regulatory requirements and environmental standards of federal and local statutes and regulations, as applicable.
4. **Maintenance of Project Site.** The chosen proposer must maintain the project site, keeping it clean and orderly daily.
5. **Time, Place, and Method of Delivery or Performance.** The chosen proposer must be ready to complete this project within three (3) months from the issuance of a Notice to Proceed letter. This project requires goods/services/work to be completed at the Office of Adult Probation Supervision (OAPS) building on Saipan. The chosen proposer must perform work during the Judiciary's normal business hours from 8:00 a.m. to 5:00 p.m., Monday through Thursday, and from 8:00 a.m. to 12:00 p.m. on austerity Fridays, excluding weekends and holidays. Should the chosen proposer plan to work outside of the regular schedule, they must make their request in writing to the Procurement Officer at least three (3) business days prior to the anticipated work date. The chosen proposer shall perform the contract deliverables in a professional manner to assure the integrity and confidentiality of sensitive court information that the chosen proposer's personnel may come across during the performance of the contract. For security reasons, the Judiciary may require the chosen proposer's employees to wear uniforms acceptable to the Judiciary during their presence in its facilities. In the event uniforms are required, such uniforms shall be provided by the chosen proposer.

C. Proposal Submission Documents. Proposers must include in their proposal submission the following:

1. **Submission Documents and Information.** The following documents/information must be included in the proposal submission:
 - a. Business name, contact person, and contact information;
 - b. Resume and relevant experience;
 - c. Cost information in sufficient detail and breakdown to support and justify the scope of work;
 - d. Particular goods/services offered and which will be excluded;
 - e. Number of staff for the job and their names;
 - f. List of sub-contractors, if any, or team members, for completion of this project;
 - g. Any other information and/or documents to assist the Judiciary in understanding the proposer's capabilities and plans to fulfill this RFP's scope of work;
 - h. Proposer's terms and conditions;
 - i. Written warranty; and
 - j. Copy of a valid business license.
2. **Forms.** The following forms must be included in the proposal submission. Each of the forms listed in the table below must be completed and submitted. Forms marked with an asterisk are included in the Package. Prospective proposers must use the provided forms. Deviation from the provided forms may be cause for rejection of RFP submissions. Forms not marked with an asterisk are not included in the Package. For submission of forms not included with the package, prospective proposers shall contact each appropriate agency in the table below to obtain the required letter or certification for submission with the sealed proposals.

1.	RFP Proposal
2.	Proposal Form*

3.	Payment Bond*
4.	Performance Bond*
5.	Certificate of Non-Segregated Facilities*
6.	Non-Collusion Affidavit*
7.	Equal Employment Opportunity*
8.	Previous Work Experience*
9.	Certification of Drug-Free Workplace*
10.	Certification of Debarment, Suspension, and Other Responsibility Matters*
11.	Certification of Prohibition Against Gratuities, Kickbacks, and Contingent Fees*
12.	Certificate of Compliance of Good Standing from the CNMI Department of Labor
13.	Certificate of Compliance for Workman's Compensation from the CNMI Department of Commerce
14.	Letter of Tax Compliance from the CNMI Division of Revenue and Taxation (Withholding, BGRT & Excise Taxes)
15.	Vendor Registration Form*

Payment and performance bonds are required if the cost estimate is \$25,000 and over.

a. Contract Security.

- 1) The Contractor shall furnish (i) a Payment Bond of one hundred percent (100%), and (ii) a Performance Bond of one hundred percent (100%) of the total proposal price must be submitted to the Judiciary on the day of the execution of the contract. Payment and performance bonds must be executed by a surety company holding a certificate of authority from the U.S. Secretary of Treasury as an acceptable surety. The Surety Company must be authorized to do business in the Commonwealth of the Northern Mariana Islands.
- 2) Payment and Performance bond forms are provided in advance and included with the Package. The Contractor shall use the provided forms when furnishing payment and performance bonds. The Contractor shall also submit the following at the same time payment and performance bonds are furnished:
 - a) A current license from the bonding company showing that it has the authority to issue bonds;
 - b) A certification from the bonding company that the unencumbered value of its assets (exclusive of all outstanding commitments on other bond obligations) exceeds the penal amount of each bond; and
 - c) *Insurer Clearance Certification (ICC)* issued by the CNMI Department of Commerce, P.O. Box 5795 CHRB, Saipan, MP 96950, certifying that the insurance company is in compliance with the CNMI's Insurance Code.

SECTION IV. EVALUATION FACTORS

- A. Evaluation Factors.** All evaluation factors stated in the request for proposals shall be considered in determining proposals in the competitive range (i.e., those allowed to participate further in the selection process), and any subsequent evaluations (including evaluation of best and final offers from the competitive range offerors).

1. Evaluation Factors Are:

- | | |
|---|-----------|
| a. Ability to commit to the Scope of Work over the course of the contract | 30 points |
| b. Past experience or equivalent on similar projects | 20 points |
| c. Project Approach | 30 points |
| d. Price | 20 points |
- i. Proposals must include a price schedule for the price for each item.

SECTION V. NOTICE.

- A. Confidentiality.** Until award of a contract is made, the content of any proposals submitted by the proposer shall be held in strictest confidence. Any information shared by the Judiciary to the vendor in relation to this RFP must be held strictly confidential.
- B. Costs.** All costs incurred by the proposer to prepare a response to this RFP and subsequent inquiries shall be borne by the proposer.
- C. Addenda.** Any changes or clarifications to the scope of work or project details will be made via addenda and emailed to all registered, potential proposers.
- D. Error in Proposals.** Each proposer must carefully examine his or her proposal prior to submission. Each proposer must comply with the requirements contained in the request for proposals. Failure to do so is at the proposer's risk. Deviation from the requirements may result in rejection of the proposal.
- E. Protection of the Public and of Work and Property.** The chosen proposer is responsible for the means, methods, sequences, techniques and procedures of safety programs associated with the work contemplated by this contract. The chosen proposer, its agents or sub-contractors, shall comply with the Judiciary's Standard Terms and Conditions, and to all other local, state and federal laws, ordinances, rules and regulations pertaining to safety of persons and property.
- F. Damage Claims.** The chosen proposer shall be held responsible for all damages to property of the Judiciary or others, caused by or resulting from the negligence of the chosen proposer, its employees, or agents or sub-contractors during the progress of or connected with the execution of the work, whether within the limits of the work or elsewhere on the Judiciary property.
- G. Right to Reject or Waive.** The Judiciary reserves the right to reject any or all proposals, or portions thereof. A proposal may be rejected for any of the following reasons:
1. Failure to conform to essential requirements of the RFP such as specifications or time of delivery;
 2. Imposition of conditions or restrictions in the proposal which modify requirements of the request or limit the proposer's liability to the Judiciary. For example, proposals shall be rejected in which the proposer:
 - a. Protects against future changes in conditions, such as increased costs;
 - b. Fails to state a price and indicates that price shall be the price in effect at the time of delivery;
 - c. States a price but qualifies it as subject to price in effect at time of delivery; or
 - d. Limits the rights of the Judiciary.
 3. Unreasonableness as to price;
 4. A proposal from a non-responsible proposer; or
 5. Failure to execute the contract or furnish the required bonds.
- H. Property of the Judiciary.** All proposals received shall become the property of the Judiciary and will not be returned to the proposer.

SECTION VI. AWARD.

- 1. Prior to Award.** Discussions may be conducted with responsible offerors who submit proposals in the competitive range for the purpose of clarification and ensuring a full understanding of, and responsiveness to, all solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be

permitted after submission and prior to award for the purpose of obtaining the best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

2. **Award.** Award shall be made to the responsible offeror whose proposal is determined to be most advantageous to the Judiciary taking into consideration price and the evaluation factors set forth in the RFP. No other factors or criteria shall be used in the evaluation and the contract file shall contain the basis on which the award is made. The Judiciary reserves the right to award only a portion of the request for proposal. **Depending on the number of proposal submissions and the Contractor's availability, the Judiciary reserves the right to reduce the scope of work prior to contract execution. The Judiciary also reserves the sole right to award more than one contractor, depending on the proposal submission and capability of contractors.**
3. **Contract Execution.** Upon receiving notification of an intent to award, the chosen proposer must enter into an agreement with the Judiciary within three (3) business days. The Judiciary reserves the right to withdraw its intent to award, should the proposer fail to execute an agreement. A sample contract and standard terms and conditions are attached with this RFP.

SECTION VII. STATUTORY AND REGULATORY REQUIREMENTS.

1. The Contractor and subcontractors employed in the completion of the project shall comply with all applicable Federal, State, and CNMI Laws.
2. In particular, the following Federal Laws, Executive Orders, and regulations issued there under may apply:
 - b. The Contract Work Hours and Safety Standards Act, as amended (40 USC 327-332);
 - c. The Copeland "Anti-Kickback" Act, as amended 40 USC 3145; (18 USC 874);
 - d. The Davis-Bacon and Related Acts;
 - e. Federal Miller Act;
 - f. Federal Prompt Payment Act;
 - g. False Claims Act;
 - h. **Title VI of the Civil Rights ACT of 1964**, as amended (42 USC 2000d-2000d-7) and Executive Order, 13169, 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 shall ensure the applicants are employed, and the employees are treated during employment, without regard to their race, color, sex, or national origin. Such treatment 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, the notices required by federal law regarding non-discrimination in employment.
 - c. The Contractor will, in all solicitations or advertisements for employees placed 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 shall comply with all applicable federal anti-discrimination laws and regulations enforced by the Equal Employment Opportunity Commission (EEOC).
 - i. **Non-Discrimination in Employment.** Contracts for work under this invitation for bids will obligate the Contractors and subcontractors not to discriminate in employment practices.

- a. 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.
- b. In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with applicable rules, regulations or orders, this contract may be canceled.
- j. Procurement procedures shall be in full compliance with the NMI Judiciary Rules of Procurement.
- k. The Contractor must also comply with and sign the attached form for NMI Judiciary Rules of Procurement Rules 69 and 70:

Rule 69. Gratuities and Kickbacks.

- a. **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 dispute or other particular matter, pertaining to any program requirement, or a contractor or subcontract, or to any solicitation or proposal therefore.
- b. **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 subcontract or order.

Rule 70. Prohibition Against Contingent Fees.

- a. **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 a Judiciary 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.
- b. **Representation of Contractor.** Every person, before being awarded a Judiciary contract, shall represent, in writing, that such person has not retained anyone in violation of Rule 70(a). Failure to do so constitutes a breach of ethical standards.



PROPOSAL FORM

INSTRUCTIONS: Print the proposal price both in words and numerals on the appropriate lines below. A person authorized to bind the business entity submitting this proposal must sign and date this form. Print the name and title of the person signing this form. The proposer's business address must also be printed on the appropriate line below.

NOTICE: FAILURE TO COMPLETE AND SIGN THIS PROPOSAL FORM WILL RESULT IN ITS REJECTION.

Description of Supplies or Services:

Project Name: ASSESSMENT AND REPAIR OF THE OFFICE OF ADULT PROBATION SUPERIVISON ROOF AND CEILING
Project Number: RFP-2026-JUD-8/VSS BID NO. 42600113
Project Location: SAIPAN, NORTHERN MARIANA ISLANDS
Owner: NMI JUDICIARY

The undersigned proposer, having examined all pertinent documents relating to RFP-2026-JUD-8/VSS BID NO. 42600113, including, but not limited to, the scope of work and other requirements, understands and agrees to all of its terms and conditions, and offers to provide everything necessary and incidental to completing the project including, but not limited to, transportation, and communication device for the following total lump price*:

PRICE IN WORDS

\$ _____

Price in Numerals

The above amount is based on the following breakdown:

_____	\$.....
_____	\$.....
_____	\$.....
_____	\$.....
_____	\$.....
_____	\$.....
_____	\$.....
_____	\$.....
_____	\$.....
_____	\$.....

SUBCONTRACTORS, IF ANY,

The following companies shall execute subcontracts for the portion of the Work indicated:

_____:	_____
_____:	_____
_____:	_____
_____:	_____

ACKNOWLEDGEMENT OF ADDENDA

The undersigned Proposer acknowledges receipt of and use of the following Addenda in the preparation of this Proposal:

Addendum No. 1, dated _____.
Addendum No. 2, dated _____.
Addendum No. 3, dated _____.
Addendum No. 4, dated _____.

Upon notification that a contract is ready for signing, the proposer agrees to enter and sign the contract within three (3) business days thereafter. After the contract bears all required signatures, the proposer will be notified that it is fully executed and ready for retrieval. When a written "Notice to Proceed" is issued, the proposer agrees to fully complete the project within the required timeline as stated in RFP-2026-JUD-8/VSS BID NO. 42600113 and as stipulated in the Contract Documents.

*The Judiciary reserves the right to not award a contract based on the availability of funds or in the best interest of the Judiciary. The Judiciary reserves the right to reject any and all bids and proposals, in whole or in part and to waive any imperfections in the best interest of the Judiciary.

CONTRACTOR'S LICENSE

The undersigned further states that it is a duly licensed contractor, for the type of work proposed.

SUBMISSION OF BID

Respectfully submitted this ____ day of _____, 2026.

Submitted By: _____
(Name of proposing firm or corporation)

Authorized Signature: _____
(Handwritten Signature)

Signed By: _____
(Type or print name)

Title: _____
(Owner/Partner/President/Vice President)

Complete Address: _____

Contact Number: _____

License No.: _____

(Affix Corporate Seal Here)



PAYMENT BOND

DATE BOND EXECUTED	
Principal (Legal name and business address)	TYPE OF ORGANIZATION ("X" one) ☐ Individual ☐ Joint Venture ☐ Corporation ☐ Other (Specify) ☐ Partnership
	State or Territory of Incorporation
Surety (Name and business address)	

PENAL SUM OF BOND					CONTRACT IDENTIFICATION
AMOUNT NOT TO EXCEED					Contract Number:
Million(s)	Thousand(s)	Hundred(s)	Ten(s)	Cents	

OBLIGATION:

We, the Principal and Surety are firmly bound unto the Judiciary of the Commonwealth of the Northern Mariana Islands, hereinafter called "the Judiciary," in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

CONDITIONS:

The Principal entered into a contract, with the above contract number, with the Judiciary.

THEREFORE:

If the Principal promptly makes payment to all persons for furnishing labor, materials, or both in the prosecution of the work provided for in the said contract, and any and all duly authorized modifications of said contract that may hereafter be made, a notice of those modifications to the Surety being hereby waived, then, this obligation to be void; otherwise, to remain in full force and effect.

WITNESS:

The Principal and Surety executed this payment bond and affixed their seals on the above date.

PRINCIPAL			
SIGNATURE(S)	1.	2.	3.
NAMES(S)	1.	2.	3.
Title(S)	1.	2.	3.
PRINCIPAL ADDRESS			

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

CORPORATE SURETY		CORPORATE SEAL
NAME		
ADDRESS		
SIGNATURE		
TITLE		



PERFORMANCE BOND FORM

DATE BOND EXECUTED	
Principal (Legal name and business address)	TYPE OF ORGANIZATION ("X" one) ☐ Individual ☐ Joint Venture ☐ Corporation ☐ Other (Specify) ☐ Partnership
	State or Territory of Incorporation
Surety (Name and business address)	

PENAL SUM OF BOND					CONTRACT IDENTIFICATION
AMOUNT NOT TO EXCEED					Contract Number:
Million(s)	Thousand(s)	Hundred(s)	Ten(s)	Cents	

OBLIGATION:

We, the Principal and Surety are firmly bound unto the Judiciary of the Commonwealth of the Northern Mariana Islands, hereinafter called "the Judiciary," in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

CONDITIONS:

The Principal entered into a contract, with the above contract number, with the Judiciary.

THEREFORE:

If the Principal performs and fulfills all the undertakings, covenants, terms, conditions, and agreement of said contract during the original term of said contract and any extensions thereof that may be granted by the Judiciary, with or without notice to the Surety and during the life of any guaranty required under the contract; and performs and fulfills all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, a notice of those modifications to the Surety being hereby waived, then the above obligation is void; otherwise to remain in full force and effect.

WITNESS:

The Principal and Surety executed this performance bond and affixed their seals on the above date.

PRINCIPAL			
SIGNATURE(S)	1.	2.	3.
NAMES(S)	1.	2.	3.
Title(S)	1.	2.	3.
PRINCIPAL ADDRESS			

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

CORPORATE SURETY		CORPORATE SEAL
NAME		
ADDRESS		
SIGNATURE		
TITLE		

Bond Premium	RATE PER THOUSAND (\$)	TOTAL (\$)



CERTIFICATION OF NON-SEGREGATED FACILITIES

PROJECT: RFP-2026-JUD-8/VSS BID NO. 42600113
ASSESSMENT AND REPAIR OF THE OFFICE OF ADULT
PROBATION SUPERVISION ROOF AND CEILING

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

Representative: _____
(Print Name) (Signature)

Title : _____

Company : _____

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

NON-COLLUSION AFFIDAVIT



EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: RFP-2026-JUD-8/VSS BID NO. 42600113
ASSESSMENT AND REPAIR OF THE OFFICE OF ADULT
PROBATION SUPERVISION ROOF AND CEILING

The undersigned proposer represents that they [] have, [] 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 they [] have, [] has not, filed all required compliance reports, and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontractor awards.

Representative: _____
(Print Name) (Signature)

Title: _____

Company: _____

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

PREVIOUS WORK EXPERIENCE FORM

Proposers are required to identify all similar work within the past three (3) years in the sections below and provide the name and contact of the project's owner.

Project Title	
Project Description	
Project Owner's Name and Phone Number	

Project Title	
Project Description	
Project Owner's Name and Phone Number	

Project Title	
Project Description	
Project Owner's Name and Phone Number	

Project Title	
Project Description	
Project Owner's Name and Phone Number	



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

PROJECT: RFP-2026-JUD-8/VSS BID NO. 42600113
ASSESSMENT AND REPAIR OF OFFICE OF ADULT
PROBATION SUPERVISION ROOF AND CEILING

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 Judiciary of the Commonwealth of the Northern Mariana Islands (“Judiciary”) 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 Judiciary, in addition to any other remedies available, may take action authorized under the Drug-Free Workplace Act.

- A. The proposer certifies that it will provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited at the proposer’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace; and the proposer’s policy of maintaining a drug-free workplace;
 - b. Any available drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 3. Making it a requirement that such employee to be engaged in the performance of the work be given a copy of the statement required by Section A(1);
 4. Notifying the employee in the statement required by Section A(1) that, as a condition of employment under the contract, the employee will:
 - a. Abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 5. Notifying the Judiciary within ten (10) days after receiving notice under Section A(4)(a), with respect to any employee or otherwise receiving actual notice of such conviction;
 6. Taking one of the following actions, within 30 days of receiving notice under Section A(4)(a) with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or requiring such employee to participate satisfactorily, complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Section A(1), (2), (3), (4), (5) and (6).

B. Insert in the space provided below, or include as a separate attachment, a list of the site(s) where the performance of work will be performed in connection with the specific project:

Place of Performance (Street, Road, Village, Island)	
Representative (Name and Signature)	
Title	
Company	



**CERTIFICATION ON DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTTTERS**

PROJECT: RFP-2026-JUD-8/VSS BID NO. 42600113
ASSESSMENT AND REPAIR OF THE OFFICE OF ADULT
PROBATION SUPERVISION ROOF AND CEILING

- A. The undersigned proposer for the foregoing project certifies to the best of their knowledge and belief that its Principals:
1. Have not been convicted for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 2. Have not been convicted under Commonwealth or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, violation of the Consumer Protection Act (4 CMC §§ 5101, et seq.), violation of any unfair business practices as prescribed by 4 CMC § 5202, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects its responsibility as a government contractor;
 3. Have not been convicted under Commonwealth or federal antitrust statutes arising out of the submission of bids or proposals such as in chapter 2 of division 5 of title 4 of the Commonwealth Code;
 4. Have not deliberately failed or without good cause to perform in accordance with the specifications or the time limits provided in a contract;
 5. Do not have a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered a basis for debarment;
 6. Have not violated any of the ethical standards set forth in the NMI Judiciary Rules of Procurement; and
 7. If the undersigned proposer cannot certify in the affirmative for any one or more of the above representations, then the proposer shall attach an explanation.

Signature of

Proposer, if the proposer is an individual;
Partner, if the proposer is a partnership;
Officer, if the proposer is a corporation;

Described and sworn to before me this _____ day of _____, 2026.

Seal of Notary Public



**CERTIFICATION ON PROHIBITION OF GRATUITIES,
KICKBACKS, AND CONTINGENT FEES**

PROJECT: RFP-2026-JUD-8/VSS BID NO. 42600113
ASSESSMENT AND REPAIR OF THE OFFICE OF ADULT
PROBATION SUPERVISION OFFICE ROOF AND CEILING

The NMI Judiciary Rules of Procurement prohibit gratuities, kickbacks, and contingent fees. All Contractors shall certify [under oath] that they have not in any way been involved in any gratuities, kickbacks, or contingent fees in connection with their selection or ultimate performance of this contract.

Rule 69. Gratuities and Kickbacks.

- (a) 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 dispute or other particular matter, pertaining to any program requirement, or a contractor or subcontract, or to any solicitation or proposal therefore.
- (b) 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.

Rule 70. Prohibition Against Contingent Fees.

- (a) 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 a Judiciary 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.

I (name) _____, a representative of (company) _____

have read and understood the prohibition on gratuities, kickbacks, and contingent fees as set forth in NMI Judiciary Rules of Procurement Rule 69 and Rule 70 above. I attest that I have not retained anyone in violation of these rules. I further agree to comply with the requirements set forth in Rules 69 and 70 and understand that failure to do so may result in rejection of the bid submission or termination of award of contract.

Name and Signature

Date



VENDOR REGISTRATION FORM

(Instructions on reverse)

SUPPLIER ORGANIZATION INFORMATION

1. COMPANY NAME			2. TAXPAYER ID NUMBER (TIN)		3. IS THIS TIN AN SSN?					
4. MAIN PHONE		5. MAIN FAX		6. MAIN EMAIL ADDRESS		7. WEBSITE				
8. MAILING ADDRESS			9. CITY		10. STATE		11. POSTAL CODE		12. COUNTRY	

POINT OF CONTACT

13. NAME			14. TITLE			
15. PHONE		16. ALTERNATE PHONE		17. EMAIL ADDRESS		

PERSON RESPONSIBLE FOR PREPARING THE FORM

18. NAME			19. TITLE			
20. PHONE		21. ALTERNATE PHONE		22. EMAIL ADDRESS		
23. SIGNATURE			24. DATE			

**INSTRUCTIONS FOR PREPARATION OF
JUD PROC. FORM 3**

General.

The JUD PROC. FORM 3, Vendor Registration Form, must be completed to register as a Commonwealth of the Northern Mariana Islands Judiciary ("Judiciary") vendor. The Judiciary reserves the right to approve or disapprove the registration request at their discretion.

Please email the completed form, accompanied with a copy of your Business License and document showing proof of your TIN (i.e. W2), to procurement@nmijudiciary.com.

Instructions for completing the form.

1. Enter the company name as identified in the company Business License.
2. Enter the Taxpayer Identification Number (TIN).
3. Answer "Yes" only if the TIN in Item 2 is a Social Security Number issued by the Social Security Administration. Otherwise, answer "No."
4. Enter the company's main phone number.
5. Enter the company's main fax number.
6. Enter the company's main email address.
7. Enter the company's website address.
8. Enter the company's mailing address.
9. Enter the company's city address.
10. Enter the company's state address.
11. Enter the company's postal address zip code.
12. Enter the company's country address.
13. Enter the name of the person who can be contacted regarding procurement, billing, etc.
14. Enter the title of the person listed in Item 13.
15. Enter the contact number of the person listed in Item 13.
16. Enter an alternate contact number of the person listed in Item 13.
17. Enter the email address of the person listed in Item 13.
18. Enter the name of the person responsible for preparing the form.
19. Enter the title of the person listed in Item 18.
20. Enter the contact number of the person listed in Item 18.
21. Enter an alternate contact number of the person listed in Item 18.
22. Enter the email address of the person listed in Item 18.
23. The person listed on Item 18 must sign the form.
24. Enter the date on which the form was signed and completed.

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

I. PARTIES

This Contract No. is between the Commonwealth of the Northern Mariana Islands Judiciary and referred to herein as “the Judiciary,” and [CONTRACTOR NAME]. [CONTRACTOR NAME] is referred to in this contract as the “Contractor.”

Contractor is a [CORPORATION, NON PROFIT CORPORATION, UNIVERSITY, GOVERNMENT AGENCY, ETC].

Chief Justice Alexandro C. Castro is the Expenditure Authority for the Judiciary. Any reference to the expenditure authority in this contract is a reference to Chief Justice Alexandro C. Castro. The Expenditure Authority may take any action on behalf of the Judiciary provided for by this contract or by law.

II. NOTICE

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

Attn: Christine D. Aninzo
Procurement Officer
Office of Procurement
Commonwealth Judiciary
Guma' Hustisia, Iimwal Aweewe, House of Justice
P.O. Box 502165
Saipan, MP 96950
procurement@nmijudiciary.gov
(670) 236-9791

[CONTRACTOR NAME]
[CONTRACTOR MAILING ADDRESS]

III. COMMUNICATION

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

IV. GENERAL PURPOSE

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

[DESCRIBE THE SERVICES BEING PURCHASED IN DETAIL. FOR EXAMPLE: The Contractor will provide lawn mowing services for the Department of Public Lands. The area of lawn to be mowed is approximately 2 acres and is located at the 2112 Beach Road. The contractor

will mow the lawn on Mondays and Thursdays between the hours of either 6AM-8AM or 5PM to 7PM.]

The services being purchased by this contract are further described in [EXHIBIT X]. If the description of the services in [EXHIBIT X] 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 _____ at [ENTER ADDRESS OR APPROXIMATE LOCATION].

The services will be performed [DURING NORMAL WORK DAYS AND HOURS OR SPECIFY THE TIME YOU WANT THE SERVICES PERFORMED].

V. CONTRACTOR TO PROVIDE EQUIPMENT

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

VI. WARRANTY

[Choose one: The services being purchased by this contract are covered by a warranty, in addition to the warranties provided by law, which is described as follows: [describe the warranty in detail and reference any warranty documents attached to this contract] [OR The services purchased by this contract are subject the warranties provided for by law.]

VII. CONTRACT DOCUMENTS

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

EXHIBIT	NAME OF DOCUMENT
A	Standard Terms and Conditions

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 Judiciary agrees to pay [INSERT TOTAL AMOUNT TO BE PAID FOR THE ENTIRE CONTRACT] in exchange for the services, 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 on [ENTER DATE THAT THE CONTRACTOR BEGINS WORKING] or upon receipt of a Notice to Proceed by the Judiciary.

This contract will remain in effect until [NORMALLY: (1) one year after this contract becomes effective.]

X. INCORPORATED BY REFERENCE BUT NOT ATTACHED

This contract incorporates the following documents and laws that are not attached to this contract:

1. All Commonwealth laws, regulations, or rules applicable to the purchase of goods in the Commonwealth; and
2. All applicable federal laws and regulations.

XI. CONTRACT EXTENSION

[IF YOU DO NOT WANT AN EXTENSION OPTION, THEN DELETE THIS SECTION. REMEMBER, CHANGE ORDERS ARE NOT APPROPRIATE FOR EXTENSION UNDER MOST CIRCUMSTANCES, SO KEEP THIS SECTION IF THERE IS ANY CHANCE THAT YOU WILL WANT AN EXTENSION.]. [USE THIS IF YOU WANT AN EXTENSION OPTION: The Judiciary 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 the Judiciary exercises its option to extend this contract, then the contract will continue without any change in the terms and conditions of this contract.]

XII. DELIVERY AND PAYMENT

1. [YOUR CONTRACT MAY REQUIRE A DIFFERENT PAYMENT SCHEDULE. IF YOU AMEND THIS PAYMENT SCHEDULE, THEN MAKE SURE THAT YOU CLEARLY DESCRIBE WHEN AND HOW OFTEN THE JUDICIARY MUST PAY FOR THE SERVICES BEING RENDERED]. The Contractor agrees to begin, and to continue for as long as this contract provides, to perform the services on the island of [STATE THE ISLAND OF DELIVERY]. The Contractor will invoice the Judiciary and will be paid according to the following schedule:

DATE THE JUDICIARY RECEIVES INVOICE	INVOICE AMOUNT	PAYMENT DUE DATE
[Example: 1/1/16]	[Example: \$500]	[Example: 4/1/16]

2. If the notice to proceed is issued after a date identified in the above-schedule, then the Contractor will invoice the Judiciary on the next date identified in the above-schedule. Thereafter, invoices will be issued in accordance with the above-schedule and will continue to be issued until the contract is completed.
3. Payment by the Judiciary 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 the Judiciary according to the above schedule, then the Judiciary, at its sole discretion, may refuse to pay the untimely invoice. If the Judiciary exercises its right to refuse payment under this subsection, neither party will be relieved of its obligation to perform under this contract.

XIII. SIGNATURE REQUIREMENTS

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

XIV. ADJUSTMENTS OF TIME FOR PERFORMANCE

The Expenditure Authority may grant the Contractor up to 30 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 Judiciary additional time, as necessary, to complete the payment for the services. A grant of additional time will only be effective if it is placed in writing and signed by an agent of the Contractor.

XV. SIGNATURES

1. Procurement Officer

I declare that I have complied with the NMI Judiciary Rules of Procurement; 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.

Christine D. Aninzo
Procurement Officer

Date:

2. Budget and Finance Director

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

Account: _____

Amount: _____

John T. Villagomez
Budget and Finance Director

Date:

3. Legal Counsel

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

Hyun Jae Lee
General Counsel

Date:

4. Chief Justice

Alexandro C. Castro
Chief Justice

Date:

5. Contractor – [NAME OF 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 NMI Judiciary Rules of Procurement.

PRINTED NAME OF SIGNING AUTHORITY

TITLE

SIGNATURE OF SIGNING AUTHORITY

Date

6. CERTIFICATION OF CONTRACT COMPLETION

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

Christine D. Aninzo
Procurement Officer

Date

XVI. 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

STANDARD TERMS AND CONDITIONS — CONSTRUCTION CONTRACT

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STADARD TERMS AND CONDITIONS — CONSTRUCTION CONTRACT

1. ENTIRE AGREEMENT

With respect to the subject matter of the Contract, as expressed in the Contract Documents, represents the entire agreement between the Commonwealth of the Northern Mariana Islands Judiciary (“Judiciary”), Chief Justice Alexandro C. Castro as Expenditure Authority (“Expenditure Authority”), and the Contractor, and supersedes all prior agreements and understandings. No revision to the express terms of the contract shall be implied, except as required by law.

2. 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 Judiciary may terminate the contract without any further liability.

3. SEVERABILITY

If any part of the contract is declared unenforceable or invalid, the remainder of this contract will continue to be valid and enforceable.

4. CONTRACT NOT ASSIGNABLE

The Contract and all of its covenants shall inure to the benefit of and be binding respectively upon the Judiciary and the Contractor and its partners, successors, assigns and legal representatives. The Contractor may not assign, transfer, encumber, or sublet its interest or obligations under the Contract without written consent of the Judiciary. No mechanic, subcontractor, supplier, or other person shall be permitted to contract for or in any other manner have or acquire any lien upon the services covered by the Contract, or the construction to which the services pertain, or the land upon which the construction is situated.

5. INTERPRETATION AND VALIDITY

(a) This contract shall be interpreted under the laws of the Commonwealth of the Northern Mariana Islands.

(b) All provisions of this Contract shall, to the extent practical, be interpreted to be consistent with the NMI Judiciary Rules of Procurement. In the event of an unresolvable conflict between any provision of the contract and the NMI Judiciary Rules of Procurement, the NMI Judiciary Rules of Procurement shall govern the Contract.

(c) In the event of a conflict between any provision of the Contract and Contract Documents and these Standard Terms and Conditions, the Contract and Contract Documents shall govern the Contract.

(d) If the Contract Documents include a “Special Conditions” document, that document shall be interpreted to supplement these Standard Terms and Conditions and shall prevail in the event of a conflict.

(e) In the event the contract or the procurement action resulting in the contract is found to be in violation of the NMI Judiciary Rules of Procurement, then the Contract will not be valid under the laws of the Commonwealth of the Northern Mariana Islands, and may be found to be legally voidable. The Judiciary will seek to have any liability asserted against it by a contractor which

directly results from improper acts of a government employee to be determined judicially to be the individual liability of the employee who committed the wrongful acts.

6. LAWS TO BE OBSERVED

(a) The Contractor is assumed to be familiar with all federal and local laws, codes, ordinances, and regulations which, in any manner, affect those engaged or employed in the work or the material or equipment used in or upon the site, or in any way affect the conduct of the work. No pleas of misunderstanding or ignorance on the part of the Contractor will, in any way, serve to modify the provisions of the contract.

(b) The Contractor, at all times, shall observe and comply with all Federal and local laws, codes, ordinances, and regulations in any manner affecting the conduct of the work, and the Contractor and their surety shall indemnify and save harmless the Judiciary and all its officers, agents and servants any claim or liability arising from or based on the violation of any such law, code, ordinance, regulation, order, or decree, whether by themselves or their employees.

(c) The Contractor shall be responsible for reporting to the Commonwealth Historical Preservation Office for verification and determination any discovery encountered during execution of this contract bearing archaeological, cultural, or historical content.

7. REGULATIONS CONTROLLING

This contract is void if either the procurement processes or contract execution fails to comply with the NMI Judiciary Rules of Procurement. Any procurement action of a Judiciary official or employee in violation of said rules is not authorized by the Judiciary and is an act for which the Judiciary will not take responsibility or be liable for in any manner. The Contractor and the Judiciary Procurement Officer hereby certify that they have both read and understand said procurement rules and have complied with all such regulations.

8. NO WAIVER BY JUDICIARY

The failure of the Judiciary in any one or more instances to insist upon strict performance of any of the items of the Contract, or to exercise any option herein conferred, shall not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or options on any future occasion.

9. LITIGATION

If the Judiciary, 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 Judiciary, including reasonable attorneys' fees.

10. INDEPENDENT CONTRACTOR

(a) For purposes of the application of Article 11, "Ethics in Public Contracting" of the NMI Judiciary Rules of Procurement, the Contractor and its employees, agents, subcontractors, and representatives shall be considered employees of the Judiciary, as provided by NMI Judiciary Rules of Procurement Rules 65 through 74.

(b) Except as stated in the NMI Judiciary Rules of Procurement authorized in writing by the Procurement Officer and only under the terms so stated or authorized, neither the Contractor nor

its employees or subcontractors shall act for, represent, or bind the Judiciary in any capacity or manner whatsoever, or be deemed or considered an employee, agent, or representative of the Judiciary, or be deemed to have any relationship with the Judiciary other than that of independent contractor.

11. AUTHORITIES AND LIMITATIONS

(a) All work under the Contract shall be performed under the general direction of the Procurement Officer, who alone shall have the power to bind the Judiciary and to exercise the rights, responsibilities, authorities and functions vested in them by the contract documents, except that they shall have the right to designate authorized representatives to act for them. The authorized representatives are responsible for guiding the technical aspects of the project and for general surveillance of the work performed. The authorized representatives shall not make any commitments or authorize any changes which constitute work not within the general scope of the Contract, change the expressed terms and conditions hereof or specifications incorporated or included herein, or by any act or omission authorize expressly or otherwise, a basis for any increase in the contract price or time for performance, unless permitted by the Contract or these Standard Terms and Conditions. Whenever any provisions in the Contract specify an individual (such as, but not limited to, Construction Engineer, Inspector, or Custodian) or an organization (whether government or private) to perform any act on behalf of, or in the interest of the Judiciary, that individual or organization shall be deemed to be the Procurement Officer's authorized representative under the Contract but only to the extent so specified. A copy of each document vesting authority in an authorized representative or designating an additional authorized representative shall be furnished to the Contractor.

(b) The Contractor shall perform the Contract in accordance with any order (including but not limited to instruction, direction, interpretation or determination issued by an authorized representative in accordance with their authority to act for the Procurement Officer; but the Contractor assumes all the risks and consequences of performing the contract in accordance with any order (including but not limited to, instruction, direction, interpretation, or determination) of anyone not authorized to issue such order.

(c) The work of the Contractor is subject to inspection to ensure strict compliance with the terms of the Contract. No inspector is authorized to change any provision of the specifications without the written authority of the Procurement Officer, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the work.

12. 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.

13. DISPUTES AND REMEDIES

(a) Notwithstanding any other provision of the Contract, before the Contractor may bring any action at law or equity relating to any dispute relating to the Contract, including but not limited to claims for wrongful termination or breach, the Contractor must first submit the dispute to administrative resolution and appeal as provided by the NMI Judiciary Rules of Procurement.

(b) The Judiciary will not be held liable for interest on any judgment taken as a result of any legal action in connection with this contract.

- (c) The Judiciary will not be held liable for any punitive damages as a result of any legal action in connection with this contract.
- (d) Nothing in this clause shall serve to limit any remedies at law or equity available to the Judiciary.

14. LIQUIDATED DAMAGES [AS APPLICABLE]

- (a) The amount per day of liquidated damages, as referred to in these Standard Terms and Conditions, is the sum stated as “Liquidated Damages” in the Contract and Agreement document, or, if no amount is stated in the Contract and Agreement, then in any document in the bid package, or, if no amount is stated in these documents, then in the Proposal, if any. In the event no amount for liquidated damages may be determined from the application of the first sentence of this paragraph, then the daily amount of liquidated damages shall be the greater of (i) one hundred dollars (\$100), or (ii) two percent (2%) of the contract price divided by the number of calendar days of the contract time, the contract time and contract price being determined at the time of the assessment of liquidated damages. This amount is considered to be liquidated damages to reimburse the Judiciary for loss and damages suffered by the Judiciary and is in no case a penalty.
- (b) In the event the Contractor shall fail fully to perform and complete the work in conformity with the Contract within the contract time, the Contractor shall pay to the Judiciary for each and every day of the additional time in excess of the contract time liquidated damages as specified in paragraph (a) of this clause.
- (c) Liquidated damages may also be assessed against the Contractor under other provisions of the Contract, and shall be determined in accordance with paragraph (a) of this section.
- (d) The Judiciary may recover the amount of liquidated damages by deducting the amount thereof out of any monies which may be due or become due the Contractor under the Contract or under any other existing or future contract between the Judiciary and the Contractor, or by an action at law against the Contractor or their surety, or by any or all of these methods.

15. SUSPENSION OF WORK

- (a) The Procurement Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as they may determine to be appropriate for the convenience of the Judiciary including, but not limited to suspensions for unfavorable weather or other essential conditions, failure on the part of the Contractor to prosecute properly the work in accordance with the contract, or failure of the Contractor to carry out orders or to remove defective materials or work.
- (b) In the event of a suspension of work by the Procurement Officer under paragraph (a) of this clause for any reason over which the Contractor has or had no control, the Contractor may be reimbursed for actual money expended on the job during the period of suspension. No allowance will be made for anticipated profits. The period of suspension shall be computed from the date set out in written order for work to cease until the date of the order for work to resume.
- (c) Claims for such compensation shall be filed with the Procurement Officer within 10 days after the date of the order to resume work, or such claim will not be considered. The Contractor shall submit with its claim substantiating papers covering the entire amount shown on the claim. The Procurement Officer shall take the claim under consideration, and may make such investigations as are deemed necessary, and shall be the sole judge as to the equitability of such claim and such decision shall be final.

(d) If the performance of all or any part of the work, for an unreasonable period of time, is suspended, delayed, or interrupted by an act of the Procurement Officer in the administration of the Contract, or by their failure to act within the time specified in the Contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of the Contract (excluding anticipated profit) necessarily caused by such unreasonable suspension, delay, or interruption, and the contract shall be modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent: (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor; or (2) for which an equitable adjustment is provided for or excluded under any other provision of the Contract.

(e) No claim under paragraphs (c) and (d) of this clause shall be allowed: (1) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Procurement Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the contract.

(f) The Contractor shall not suspend the work without written approval by the Procurement Officer, and prior to resuming work shall give the Procurement Officer forty-eight (48) hours' notice to afford opportunity to re-establish inspection.

(g) No provision of this clause shall be construed as entitling the Contractor to compensation for delays due to inclement weather, delays due to failure for surety, for suspensions made at the request of the Contractor, or for any other delay provided for in the contract documents, including all amendments, addenda, and change orders.

16. VARIATION IN ESTIMATED QUANTITY

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Procurement Officer within 10 calendar days from the beginning of the delay, or within such further period as may be granted by the Procurement Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Procurement Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Procurement Officer, is justified.

17. CHANGES

(a) The Procurement Officer may, at any time and without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes in:

- (i) The specifications (including drawings and designs);
- (ii) The method or manner of performance of the work;
- (iii) The Judiciary-furnished facilities, equipment, materials, services, or site;
- (iv) The directing of acceleration in performance of the work;
- (v) Place of delivery;

- (vi) Time of performance; or
 - (vii) Description of services to be performed.
- (b) Any other written order or an order (which terms as used in this paragraph shall include direction, instruction, interpretation, or determination) from the Procurement Officer, which causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the Procurement Officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.
- (c) Except as herein provided, no order, statement, or conduct of the Judiciary shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under the Contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than twenty (20) days before the Contractor gives written notice as therein required: and provided further, that in the case of defective specifications for which the Judiciary is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.
- (e) If the Contractor intends to assert a claim for an equitable adjustment under this clause, they must, within thirty (30) days after receipt of a written change order under paragraph (a) of this clause, or the furnishing of a written notice under paragraph (b) of this clause, submit to the Procurement Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Procurement Officer. The statement of claim hereunder may be included in the notice under paragraph (b) of this clause.
- (f) No claim by the Contractor for an equitable adjustment under this clause shall be allowed if asserted after final payment under this contract.
- (g) Additional performance and payment bond protection shall be furnished by the Contractor in connection with any modification affecting an increase in the price under the Contract if:
- (i) The modification is for new or additional work which is beyond the scope of the existing contract; or
 - (ii) The modification is pursuant to an existing provision of the Contract and increases the contract price by \$5,000 or twenty five percent (25%) of the basic contract price whichever is less.

18. EQUITABLE ADJUSTMENT

- (a) The Contractor's written statement of the monetary extent of a claim for equitable adjustment shall be submitted in the form of a lump sum proposal (unless otherwise requested by the Procurement Officer) with an itemized breakdown of all increases or decreases in the cost of the Contractor's and all subcontractors' work, in at least the following detail:
- (i) Material quantities and unit costs,
 - (ii) Labor costs (identified with specific item of material to be placed or operation to be performed),
 - (iii) Workmen's Compensation and Public Liability Insurance overhead, and
 - (iv) Employment taxes under FICA, FUTA, and CNMI Social Security System.

(b) The percentage for overhead, profit, and commission shall be negotiated and may vary according to the nature, extent, and complexity of the work involved, but in no case shall exceed fifteen percent (15%) of the estimated cost of the work, and shall be considered to include, but is not limited to, insurance other than that mentioned in this clause, bonds, use of small tools, incidental job burdens, and general office expense. No percentages for overhead, profit or commission, will be allowed on employment taxes under FICA, FUTA, and CNMI Social Security System.

(c) The Contractor shall submit with the proposal, any request for time extension related to the claim for equitable adjustment.

(d) In considering a proposal, the Procurement Officer will make check estimates in detail, utilizing unit prices where specified or agreed upon, with a view to arriving at an equitable adjustment.

(e) After receipt of a proposal with a detailed breakdown, the Procurement Officer shall act promptly thereon. Provided, however, that when the necessity to proceed with a change does not allow sufficient time to properly check a proposal, or in the event of failure to reach an agreement on a proposal, the Procurement Officer may order the Contractor to proceed on the basis of price to be determined at the earliest practicable date but not to be more than the increase or less than the decrease proposed.

(f) Except in unusual cases where neither the Contractor nor the Judiciary can ascertain the full extent of the work which will be required pursuant to a change until the work involved therein has been substantially completed, final agreement on a proposal shall be effected no later than the time when the work involved is estimated by the Procurement Officer to be 50% complete; in the event final agreement cannot be reached by that time, the Procurement Officer shall issue a unilateral determination as to the equitable adjustment of the contract price and the time required for performance.

19. TERMINATION FOR DEFAULT

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the contract time, or fails to complete said work within the contract time, the Judiciary may, by written notice to the Contractor from the Procurement Officer, terminate the Contractor's right to proceed with the work or such part of the work as to which there has been delay, after providing ten (10) day's written notice and an opportunity to the Contractor to show cause why such action should not be taken. In the event of a termination for default under this clause, the Judiciary may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plans as may be on the site of the work and necessary therefor. Whether or not the Contractor's right to proceed with the work is terminated, the Contractor and their sureties shall be liable for any damage to the Judiciary resulting from the Contractor's refusal or failure to complete the work within the contract time.

(b) The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

(i) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of nature, acts of the public enemy, acts of the Commonwealth or the Judiciary in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes,

unusually severe weather, or delays of subcontractors or suppliers of any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

(ii) The Contractor, within ten (10) days from the beginning of any such delay (unless the Procurement Officer grants a further period of time before the date of final payment under the contract), notify the Procurement Officer in writing of the cause of delay. The Procurement Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in their judgement, the findings of fact justify such an extension and his findings shall be final, subject only to appeal as provided in the "Disputes and Remedies" clause.

(c) If the Judiciary terminates the Contractor's right to proceed under paragraph (a), the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work, together with any increased costs occasioned the Judiciary in completing the work.

(d) If the Contractor is in default under paragraph (a), but the Judiciary does not terminate the Contractor's right to proceed, the resulting damage will consist of applicable liquidated damages until the work is completed or accepted.

(e) The Contractor shall be in default of the Contract, and the Procurement Officer may immediately and without other notice, terminate the Contractor's right to proceed with the Contract through written notice to the Contractor of default termination, upon a determination by the Procurement Officer that, related to this particular contract, any of the following has occurred—

(i) The Contractor has committed any breach of ethical standards as defined in the Contract Documents, the NMI Judiciary Rules of Procurement, or other applicable law.

(ii) The Contractor has participated in any violation of the rules in the NMI Judiciary Rules of Procurement to the disadvantage of the Judiciary.

(iii) The Contractor has colluded with other potential awardees of the Contract or with government employees to the disadvantage of the Judiciary.

(iv) The Contractor knowingly requests and/or receives payment to which it is not entitled under the specific terms of the Contract.

(v) The Contractor accepts payment with knowledge that government employees or officials authorizing the payment have not complied with the terms of the Contract or applicable law.

(f) If, after notice of termination of the contractor's right to proceed under any of the provisions of this clause, it is subsequently determined by the Procurement Officer (or, upon review of the Procurement Officer's decision, by an authorized administrative or judicial body) that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the "Termination for the Convenience of the Judiciary" clause. This paragraph shall provide the exclusive remedy for a wrongful termination for default.

(g) Any disagreement of the Contractor to any action taken by the Judiciary under this clause shall be a dispute within the meaning of the "Disputes and Remedies" clause.

(h) The rights and remedies of the Judiciary provided in this clause are in addition to any other rights and remedies provided by law or under the Contract.

20. TERMINATION FOR THE CONVENIENCE OF THE JUDICIARY

(a) Termination. The Procurement Officer may, when the interests of the Judiciary so require, terminate this contract in whole or in part, for the convenience of the Judiciary. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when the termination becomes effective.

(b) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and, on the date set in the notice of termination, the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the Judiciary. The Contractor must still complete the work not terminated by the notice of termination and incur obligations as are necessary to do so.

(c) Right to Supplies. The Procurement Officer may require the Contractor to transfer title and deliver to the Judiciary in the manner and to the extent directed by the Procurement Officer:

(i) Any completed supplies; and

(ii) Such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the Contractor has specifically produced or specially acquired for the performance of the terminated part of the Contract.

(d) The Contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the Contractor in which the Judiciary has an interest. If the Procurement Officer does not exercise the right specified in paragraph (c), the Contractor shall use their best efforts to sell such supplies and manufacturing materials in accordance with the standards of the Uniform Commercial Code of the Northern Mariana Islands, 5 CMC § 2706. Utilization of this procedure in no way implies that the Judiciary has breached the contract by exercise of the "Termination for Convenience of the Judiciary" clause.

(e) Compensation. The Contractor shall submit to the Procurement Officer a termination claim specifying the amount due because of the Termination for Convenience together with cost and pricing data to the extent required. If the Contractor fails to file a termination claim within one (1) year from the effective date of the termination, the Procurement Officer may pay the Contractor, if at all, an amount set in accordance with paragraph (g).

(f) The Procurement Officer and the Contractor may agree to a settlement provided the Contractor has filed a termination claim and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the Judiciary, the proceeds of any sales and supplies and manufacturing materials under paragraph (d) and the contract price of the work not terminated.

(g) Absent complete agreement under paragraph (f), the Procurement Officer shall pay the Contractor the following amounts, provided payments agreed to under paragraph (f) shall not duplicate payments under this paragraph:

(i) contract prices for supplies or services accepted under the contract.

(ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the Contractor would have

sustained a loss if completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss.

(iii) cost of settling and paying claims arising out of termination of subcontracts or orders pursuant to paragraph (f). These costs must not include costs paid in accordance with subparagraph (g)(ii).

(iv) the reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of the contracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of the Contract. The total sum to be paid the Contractor under this subparagraph shall not exceed the total contract price plus reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made from the proceeds of any sales of supplies and manufacturing materials under paragraph (d), and the contract price of work not terminated.

21. RIGHTS-OF-WAY

The Judiciary will furnish all lands, easements, and rights-of-way required for completion of the work. In acquiring easements or rights-of-way the Judiciary will proceed as expeditiously as possible, but in the event all rights-of-way or easements are not acquired prior to the beginning of construction, the Contractor shall begin work on such lands and rights-of-way as have been acquired. No claim for damage will be allowed by reason of the Judiciary's delay in obtaining lands, easements, or rights-of-way. In the event of litigation or other delays in acquiring rights-of-way, the time allowed herein for completion of the work will be extended to compensate the Contractor for time actually lost by such delay.

22. APPROPRIATENESS OF EQUIPMENT

The Contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools, and machinery used for handling materials and executing any part of the work may be subject to the approval of the Procurement Officer and may be maintained in a satisfactory working condition. Equipment used on any portion of the work shall be such that no injury to the work, roadways, adjacent property, or other objects will result from its use. The contract may be terminated if the Contractor fails to provide adequate and proper equipment for the work.

23. SITE INVESTIGATION

(a) The Contractor acknowledges that they have investigated and satisfied themselves as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, or similar physical conditions at the site, the conformations and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that they have satisfied themselves as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Judiciary, as well as from information presented by the drawings and specifications made as part of this contract. Any failure by the Contractor to acquaint themselves with the available information will not relieve him

from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Judiciary assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Judiciary.

24. DIFFERING SITE CONDITIONS

(a) The Contractor shall promptly, and before such conditions are disturbed, notify the Procurement Officer in writing of:

- (i) Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract, or;
- (ii) Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered, and generally recognized as hindering work of the character provided for in the Contract.

(b) The Procurement Officer shall promptly investigate the conditions, and if they find that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for performance of, any part of the work under the Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(c) No claim by the Contractor under this clause shall be allowed unless the Contractor has given notice required in (a) above; provided, however, the time prescribed therefore may be extended by the Judiciary.

(d) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

(e) The Contractor shall submit all claims for equitable adjustment in accordance with, and subject to the requirements and limitations set out in the "Equitable Adjustment" clause.

(f) Upon written request by the Procurement Officer, the Contractor shall submit a proposal, in accordance with the requirements and limitations set out in the "Equitable Adjustment" clause, for work involving contemplated changes covered by the request, within the time limit indicated in the request or any extension of such limit as may be subsequently granted. If, within a reasonable time after receipt of such a proposal, the Procurement Officer orders the Contractor to proceed with the performance of the work contemplated, the proposal submitted prior to the order shall constitute the Contractor's statement of the monetary extent of claim for equitable adjustment.

25. INSPECTION AND ACCEPTANCE

(a) Except as otherwise provided in the Contract, inspection and test by the Judiciary of material and workmanship required by the Contract shall be made at reasonable times and at the site of the work, unless the Judiciary determines that such inspection or test of material which is to be incorporated in the work shall be made at the place of production, manufacture, or shipment of such material. To the extent specified by the Judiciary, at the time of determining to make off-site inspection or test, such inspection or test shall be conclusive as to whether the material involved conforms to the contract requirements. Such off-site inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Judiciary after acceptance of the completed work under the terms of paragraph (b) of this clause, except as provided in this paragraph.

(b) The Contractor shall, without charge, replace any materials or correct any workmanship found by the Judiciary not to conform to the contract requirements unless, in the public interest, the

Judiciary consents to accept such material or workmanship with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(c) If the Contractor does not promptly replace such material or correct such workmanship, the Judiciary may: (1) by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor; or (2) terminate the Contractor's right to proceed in accordance with the "Disputes and Remedies" clause.

(d) The Contractor shall furnish promptly, without additional charge, all facilities, labor and material reasonably needed for performing the safe and convenient inspection and test as may be required by the Judiciary. All inspection and testing by the Judiciary shall be performed in such manner so as to not delay the work unnecessarily. Special, full size, and performance tests shall be performed as described in the Contract. The Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time specified by the Contractor for its inspection.

(e) Should it be considered necessary or advisable by the Judiciary, at any time before acceptance of the entire work, to make an examination of work already completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or their subcontractors, they shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, an equitable adjustment shall be made in the contract price to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, they shall, in addition, be granted a suitable extension of time.

(f) Unless otherwise provided in the Contract, acceptance by the Judiciary shall be made as promptly as practicable after completion and inspection of all work required by the Contract. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Judiciary's right under any warranty or guarantee.

(g) The Contractor shall give the Judiciary at least 10 days advance written notice of the date the work will be fully complete and ready for final inspection and tests will be started within 10 days from the date specified in the aforesaid notice unless the Judiciary determines that the work is not ready for final inspection and so informs the Contractor.

(h) The Contractor shall submit to the Judiciary, in writing, a letter request for a pre-final inspection not less than 72 hours (3 days) prior to the date of the requested inspection. The Contractor should provide a copy of this letter to the Judiciary or their designee with a date stamp mark affixed by the NMI Judiciary Office of Procurement.

26. MATERIAL AND WORKMANSHIP

(a) Unless otherwise specifically provided in the Contract, all equipment, material, and articles incorporated in the work covered by the Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specially provided in the Contract, reference to any equipment, material, article, or patented process, by trade name, make or catalog number, shall not be construed as limiting competition, and the Contractor may, at their option, use any equipment, material, article or process which, in the judgment of the Procurement Officer, is equal to that named. The Contractor shall furnish to the Procurement Officer for their approval the name of the manufacturer, the model number, and other identifying data and information respecting the

performance, capacity, nature, and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without required approval shall be at the risk of subsequent rejection.

(b) All work under the Contract shall be performed in a skillful and workmanlike manner. The Procurement Officer may, in writing, require the Contractor to remove from the work any employee the Procurement Officer deems incompetent, careless, or otherwise objectionable.

27. OTHER CONTRACTS

The Judiciary may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and Judiciary employees and carefully fit his own work to such additional work as may be directed by the Judiciary. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor, or with the performance of work by any Judiciary employee.

28. SUBCONTRACTS

(a) Nothing contained in this contract shall be construed as creating any contractual relationship between any subcontractor and the Judiciary. The divisions or sections of the specifications are not intended to direct the Contractor in dividing the work among subcontractors, or to limit the work performed by any trade.

(b) Within ten (10) days after award of any subcontract by either the Contractor or any of their subcontractors, the Contractor shall deliver to the Judiciary a statement setting forth the name and address of the subcontractor and a summary description of the work subcontracted.

(c) The Contractor shall be responsible to the Judiciary for acts and omissions of their own employees and of subcontractors and their employees. They shall also be responsible for the coordination of the work of the trades, subcontractors, and suppliers.

(d) The Judiciary will not undertake to settle any differences between or among the contractor, subcontractors, and suppliers.

29. JUDICIARY OCCUPANCY

(a) The Procurement Officer reserves the right of partial occupancy or use of facilities, services, and utilities, prior to final acceptance, without implying compliance or acceptance of any part of the project by the Judiciary. Prior to such occupancy or use, the Judiciary shall furnish the Contractor with an itemized list of work remaining to be performed or corrected.

(b) Costs incurred as a result of such partial occupancy or use of facilities, services and utilities are subject to equitable adjustment under the provisions of the "Changes" and the "Equitable Adjustment" clauses.

(c) Necessary restoration and repair of damage resulting from partial occupancy or use shall not be at the expense of the Contractor.

30. PERMITS AND RESPONSIBILITIES

(a) Unless otherwise agreed, the Contractor shall, without additional expense to the Judiciary, be responsible for obtaining all necessary licenses and permits and for complying with all applicable

Federal, Commonwealth of the Northern Mariana Islands, and municipal codes and regulations in connection with prosecution of the work. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which therefore has been accepted.

31. CONVICT LABOR

In connection with the performance of work under the Contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

32. DEBRIS AND CLEANING

(a) The Contractor shall, during the progress of the work, remove and dispose of the resultant dirt and debris and keep the job site clean.

(b) Upon completion of the work, the Contractor shall remove from the vicinity of the work all plant, buildings, rubbish, unused materials, concrete forms and other like material and construction equipment belonging to him/her or used under their direction during construction, except as otherwise directed, and in the event of their failure to do so to the satisfaction of the Judiciary, the same may be removed by the Judiciary or otherwise, at the expense of the Contractor, and their surety or sureties shall be liable therefore.

33. SANITATION

Adequate sanitary conveniences of an approved type for the use of persons employed on the work, and properly secluded from public observation, shall be provided and maintained by the Contractor in such a manner and at such points as shall be required or approved by the Judiciary. These conveniences shall be maintained at all times without nuisance, and this shall be strictly enforced. Upon completion of the work, they shall be removed from the premises, leaving the premises clean and free from nuisance.

34. FAILURE TO FURNISH INFORMATION AND RECORDS

(a) If the Contractor or any subcontractor or the officers or agents of the Contractor or any subcontractor shall refuse or have refused, except as provided otherwise by the terms Contract, to furnish to any Commonwealth agency, or any establishment in the legislative or judicial branch of the Commonwealth, information or records reasonably pertinent to the Contract or any other Judiciary contract in connection with which the Contractor or any such subcontractors has or shall have performed work or furnished materials or supplies or undertaken so to do, the following action may be taken:

(b) In the case of a refusal by the Contractor, its officers or agents, the Judiciary may, after affording an opportunity to explain or justify such refusal, terminate the Contractor's right to proceed with the work under the Contract and thereupon the Judiciary may avail itself of the rights and remedies provided in the "Termination for Default" clause, in addition to any other rights and remedies provided by law or under the Contract.

(c) In the case of a refusal by a subcontractor, its officers or agents, the Judiciary may, after affording an opportunity to explain or justify such refusal, require the Contractor to terminate the subcontract without cost to the Judiciary, or if the Contractor fails or refuses to effect such

termination, the Judiciary may terminate the Contractor's right to proceed with the work under the Contract and thereupon the Judiciary may avail itself of the rights and remedies referred to in the "Termination for Default" clause.

35. COMPLIANCE WITH FEDERAL REQUIREMENTS

Any contract funded with federal funds is required to comply with all applicable federal laws, executive orders, policies regulations, and standards applicable to the specific project and provide federal agencies with access to Contractor records. Contractors have a duty to clarify applicable requirements prior to entering into the contract and by signature agree to comply with all applicable federal requirements. Federal requirements include but are not limited to the following:

- (a) Hatch Act (5 U.S.C. §§ 1501-1508 and 7324 -7328);
- (b) OMB Circular A-133, Part 3;
- (c) Contract Work Hours and Safety Standards Act, (40 USCA § 3701 et seq.) 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;
- (d) Clean Air Act, (42 USCA § 7606 et seq.); and
- (e) Federal Water Pollution Control Act, (33 U.S.C. 1251 et seq.) 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);
- (f) Davis-Bacon Act, (40 U.S.C. 276a – 276a-7) 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;
- (g) Copeland Anti-Kickback Act (18 USC § 874 et seq.) 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;
- (h) Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333);
 - (i) Equal Employment opportunity compliance including Federal statutes relating to discrimination including but not limited to Title VI of the Civil Rights Act of 1964 (P.L. 88-352; Title IX of Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, 1685 - 1686), (42 USCA § 2001 et seq.);
 - (i) 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.”
 - (ii) 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 Procurement Officer setting forth the provisions of this nondiscrimination clause.
 - (j) Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) Legal citations provided above are not meant as limiting Contractor to specified sections of federal requirements, and are only provided to assist the contractor in identifying some pertinent sections of law;
 - (k) 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);
 - (l) 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;
 - (m) 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;

- (n) 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.
- (o) 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.
- (p) 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.

36. 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.

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

If the contract is in violation of the NMI Judiciary Rules of Procurement, then the Contractor may be subject to debarment or suspension from government contracting. Any person found to be violating the procurement rules may be personally liable for any damages incurred, in addition to other penalties provided for by law or rules.

38. OFFICIALS NOT TO BENEFIT

No member of Congress of the United States, member of the Commonwealth of the Northern Mariana Islands Legislature or the Governor of the Commonwealth of the Northern Mariana Islands shall be admitted to any share of the Contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to the Contract if made with a corporation for its general benefit.

39. GRATUITIES

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

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

40. 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.

41. 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.

42. 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.

43. RIGHT TO INSPECT PLANT OR PLACE OF BUSINESS [AS APPLICABLE]

The Judiciary may, at reasonable times, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of the Contract.

44. PAYMENTS TO CONTRACTOR

(a) The Judiciary will pay the contract price as provided in this clause.

(b) The Judiciary will make progress payments monthly as the work proceeds or at more frequent intervals as determined by the Procurement Officer, on estimates approved by the Procurement Officer.

(c) Before the first progress payment under the Contract becomes due, the Contractor shall prepare a breakdown of the contract price acceptable to the Procurement Officer showing the amount included therein for each principal category of the work, in such detail as requested. The values in the breakdown will be used to provide a basis for determining progress payments. The Contractor's overhead and profit shall be prorated throughout the life of the contract.

(d) Except as may be otherwise provided in the Contract, the contract price shall include all applicable Federal, Commonwealth of the Northern Mariana Islands, and local taxes and duties.

(e) Estimates on which progress payments are based shall include the value (as determined by the Procurement Officer) of satisfactory in place work performed pursuant to change orders.

(f) Preparatory work done will not be taken into consideration in preparing estimates upon which progress payments are based.

(g) The Procurement Officer, at their discretion, may authorize payments for materials delivered and stored on the work site. The Contractor is fully responsible for the materials delivered and stored by them.

(h) The Contractor, prior to receiving a progress or final payment under the Contract, shall submit to the Procurement Officer a certification that the Contractor has made payments from the proceeds

of prior payments, or that they will make timely payment from the proceeds of the progress payments or final payment due them, to their workers, subcontractors, and suppliers in accordance with the Contractor's contractual agreement with them.

(i) In making each progress payment, there shall be retained ten percent (10%) of the estimated amount until final completion and acceptance of the contract work. Furthermore, upon completion and acceptance of each separate building, public work, or other division of the contract on which the price is stated separately in the contract, payment may be made therefore without retention of a percentage.

(j) All material and work covered by progress payments made shall thereupon become the sole property of the Judiciary, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which the payments have been made or the restoration of any damaged work, or as waiving the right of the Judiciary to require the fulfillment of all of the terms of the contract.

(k) Upon completion and acceptance of all work, the amount due the Contractor under the Contract shall be paid upon the presentation of a properly executed voucher and after the Contractor furnishes the Judiciary with a written release of all claims against the Judiciary arising by virtue of the Contract, other than claims stated in amounts as may be specifically excepted by the Contractor from the operation of the release. If the Contractor's claim to amounts payable under the Contract has been assigned under the "Assignment of Claims" clause, a release may also be required of the assignee.

45. ASSIGNMENT OF CLAIMS

(a) If the Contract provides for payments aggregating One Thousand Dollars (US\$1,000.00) or more, claims for monies due or to become due the Contractor from the Judiciary under the Contract may be assigned to a bank, trust company or other financing institution, including any U.S. federal lending agency, and may thereafter be further assigned or reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under the Contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing.

(b) In no event shall copies of the Contract Documents or of any drawings, specifications, or other similar documents relating to work under the Contract, if marked "Secret", "Top Secret" or "Confidential", be furnished to any assignee, nor may any part of all the Contract so marked be disclosed to such assignee without the prior written authorization of the Procurement Officer or Expenditure Authority.

46. STATUS OF ARCHITECTURAL/ENGINEERING DESIGNS AND DATA

(a) Confidential Information. All information contained in any architectural/engineering design studies, reports, and drawings and all parts thereof, submitted to the Judiciary pursuant to the Contract, are to be treated as strictly confidential and for official use of the Judiciary only. The Contractor shall take all reasonable steps to ensure that no member of its staff or organization shall divulge any information concerning the studies, reports and drawings except to a duly authorized representative of the Judiciary, without prior written permission of the Judiciary. This confidential restriction shall apply for five (5) years after completion of the work under the Contract.

The foregoing does not apply to any information falling into any of the following categories:

(i) Information which at the time of disclosure is or thereafter becomes within the public domain other than by reason of Contractor's breach of the Contract.

- (ii) Information which prior to disclosure hereunder was already in the Contractor's possession without violation of any secrecy obligation to the Judiciary either directly or indirectly.
 - (iii) Information which subsequent to disclosure hereunder is obtained by the Contractor from a third party who is lawfully in possession of such information and which information is not subject to the secrecy obligation to the Judiciary or to others.
 - (iv) Information which is developed by the Contractor independently of its work under the Contract.
- (b) Judiciary Rights. The Judiciary shall have unlimited rights, for the benefit of the Judiciary, to the architectural/engineering work product of the Contractor created pursuant to the Contract, including all drawings, specifications, architectural/engineering designs, notes, and other architectural/engineering work developed in the performance of the Contract, including the right to use some or all of the architectural/engineering work product on any other Judiciary work without additional cost to the Judiciary. The Judiciary shall have and enjoy a royalty-free license to all architectural/engineering work product which the Contractor may cover by copyright and to all engineering and architectural designs as to which the Contractor may assert any rights to or establish any claim under the design patent or copyright laws. The Contractor shall submit to the Judiciary all original copies of reports, completed drawings, notes, and other documents developed in the performance of the Contract after completion and acceptance of the work.

47. ADDITIONAL REQUIREMENTS FOR "DESIGN-BUILD" PROJECTS

- (a) Applicability of Provisions. This clause shall apply in design-build projects to the extent the provisions herein are not expressly covered or contradicted by the Contract and Agreement or Scope of Work documents.
- (b) Site Visits and Conference. The Contractor shall, if necessary, visit the project site and shall hold conferences with representatives of the Judiciary and take such other action as may be necessary to obtain the data required to accomplish the Project.
- (c) Preliminary Sketches. Preliminary sketches shall include studies, reports, and plans, elevations and sections developed to the extent as will clearly indicate the proposed planning and a reasonable estimate of the cost. Preliminary sketches, along with an estimate of the cost of the project shown on the sketches, shall be submitted for the approval of the Procurement Officer. The Contractor shall change the preliminary sketches or reports for the Project to the extent necessary to meet the requirements of the Judiciary, and after review and approval by the Procurement Officer, the Contractor shall furnish necessary prints of the approved preliminary sketches and reports to the Procurement Officer.
- (d) Final Drawings and Specifications. After preliminary sketches and estimates have been approved, the Contractor shall proceed with the preparation of reports, drawings, and specifications as required by the Procurement Officer in connection with the Project. Reports, drawings, specifications, and estimates shall be delivered to the Procurement Officer in such sequence and at such times as required by the Procurement Officer. Following review by the Procurement Officer, the Contractor shall make such corrections as are required to obtain the Procurement Officer's approval, and shall submit prints of the final reports, drawings, and specifications.
- (e) Deficiencies in the Work. The Contractor shall be responsible for the professional quality, technical accuracy and coordination of all services furnished by the Contractor under the Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the work, including both the design and the construction of the Project.

(f) Work to be Continuous. Unless directed otherwise by the Procurement Officer, work on the Project shall not be suspended during periods of design review by the Procurement Officer or Expenditure Authority.

48. CONTRACT AND BONDS

If the Contractor fails to satisfactorily execute the required forms of contract, performance bond, and payment bond, within the time established, the Judiciary may proceed to have the required work performed by contract or otherwise, and the Contractor shall be liable for any excess cost to the Judiciary and the Contractor's bid guarantee shall be available toward off-setting such excess cost.

49. CONSTRUCTION PROGRESS CHART

(a) Within ten (10) days after receipt of the Notice to Proceed, the Contractor shall prepare and submit to the Procurement Officer for approval six (6) copies of a practicable progress chart. The chart shall show the principal categories of work corresponding with those used in the breakdown on which progress payments are based, the order in which the Contractor proposes to carry on the work, the date on which it will start each of the categories of work, and the contemplated date for completing the same. If the Project includes a design component that is the responsibility of the Contractor, the progress chart shall include provisions for the design and review elements specified in the Scope of Work document and in the "Additional Requirements for Design-Build Projects" clause. The chart shall be in suitable scale to indicate graphically the total percentage of work scheduled to be in place at any time. At the end of each progress payment period, or at such intervals as directed by the Procurement Officer, the Contractor shall: (1) adjust the chart to reflect any changes in the contract work, completion time, or both, as approved by the Procurement Officer; (2) enter on the chart the total percentage of work actually in place; and (3) submit three copies of the adjusted chart to the Procurement Officer.

(b) If, in the opinion of the Procurement Officer, work actually in place falls behind that scheduled, the Contractor shall take such action as necessary to improve his progress. In addition, the Procurement Officer may require the Contractor to submit a revised chart demonstrating his program and proposed plan to make up a lag in schedule progress and to ensure completion of work within the contract time. If the Procurement Officer finds the proposed plan not acceptable, they may require the Contractor to increase the work force, the construction plan or equipment, or the number of work shifts without additional cost to the Judiciary.

(c) Failure of the Contractor to comply with these requirements shall be considered grounds for determination by the Procurement Officer that the Contractor is failing to prosecute the work with such diligence as will ensure its completion within the time specified.

50. FEES AND CHARGES

The Contractor shall pay all fees and charges pertaining to his or her temporary facilities, including but not limited to, field office, porta potty, sewer, water, and power. The Contractor shall pay all charges for the use of property outside of the work site and shall pay the Judiciary a flat fee for the use of water and power.

51. CONTRACT TIME

(a) The Contractor shall perform fully, entirely, and in a satisfactory and acceptable manner the work contracted, within the number of calendar days set forth in the contract documents, which number

(adjusted by the exclusions and extensions described below, and by any applicable amendments, addenda, or change order to the Contract) shall be the “contract time.” Time will be assessed against the Contractor beginning with the date of the Notice to Proceed. All strikes, lockouts, unusual delays in transportation, or any condition over which the Contractor has no control, and also any suspensions ordered by the Procurement Officer for causes not the fault of the Contractor, shall be excluded from the computation of the contract time. If the satisfactory execution and completion of the contract shall require work or materials in greater amounts or quantities than those set forth in the original contract, then the contract time shall be extended in the same proportion as the cost of the additional work bears to the original work contracted for. No allowances will be made for delays or suspensions of the prosecution of the work due to the fault of the Contractor. In order to secure an extension of time for delays beyond their control, the Contractor shall within ten (10) days from the beginning of any such delay, notify the Procurement Officer in writing of the causes of delay, whereupon the Procurement Officer will ascertain the facts and the extent of the delay and extend the contract time when, in their judgment, the findings of fact justify such an extension, and his findings of fact thereon shall be final and conclusive.

(b) In design-build projects that require periods of time for government review of design elements submitted by the Contractor, the Judiciary review time will not be added to the total time for contract completion unless such review so disrupts the orderly prosecution of the work by the Contractor that normal progress is materially impeded, or the Procurement Officer orders the work suspended pending review. The Procurement Officer shall, by written order, adjust the contract time in an equitable fashion to account, if necessary, for delay resulting from government review time.

52. LIABILITY TO THIRD PERSONS; INDEMNIFICATION; INSURANCE

(a) The Contractor shall be liable for the torts and wrongful acts of its employees and staff members, and shall carry insurance necessary for the protection of its employees and staff members during the life of the Contract, and shall indemnify and hold harmless the Judiciary from any and all claims, demands, suits, and causes of action whatsoever involving third parties arising out of or connected with the negligent performance of the Contract.

(b) The Contractor and their subcontractors shall procure and thereafter maintain workmen's compensation, general liability, builder's risk, and comprehensive automobile liability (bodily damage) insurance, with respect to performance under the Contract; provided, that the Contractor may, with approval of the Procurement Officer, maintain a self-insurance program. All insurance required pursuant to the provisions of this paragraph shall be in such form, in such amounts, and for such periods of time, as the Procurement Officer may, from time to time, require or approve, and with insurers approved by the Procurement Officer.

(c) Workmen's Compensation Insurance: The Contractor's employees engaged in any work under the Contract shall be afforded the same coverage as that which is extended to the employees of the Judiciary.

(d) Comprehensive General Liability Insurance: Coverage shall have the following minimum amounts: Personal injury, \$100,000.00 each person, and \$300,000.00 each occurrence; Property damage, \$50,000.00 each occurrence, and \$100,000.00 aggregate.

(e) Builder's Risk (fire and extended coverage): The Contractor shall carry Builder's Risk (fire and extended coverage) Insurance on all work in place and materials stored at the work site, including foundations and building equipment. The Builder's Risk Insurance shall be for the benefit of the Contractor and the Judiciary as their interests may appear and each shall be named in the policy or policies as an assured. Builder's Risk insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the super structure is started and it need not be carried on

landscape work. Policies shall be in effect at all times for the full cash value of all completed construction work, as well as materials in place and stored at the site, whether or not partial payment has been made by the Judiciary. The Contractor may terminate this insurance on building(s) taken over for occupancy by the Judiciary as of the date said building(s) is accepted.

(f) Public Liability Policy: This policy shall outline legal liability of the Insured to the public, following an occurrence resulting to a Bodily Injury and Property Damage within the insured premises and shall have the following minimum amounts: Bodily injury, \$100,000.00 each person, and \$300,000.00 each occurrence/accident; Property damage, \$50,000.00/per occurrence/accident.

(g) The comprehensive general and automobile liability policies shall contain a provision worded as follows:

(i) "The insurance company waives any right of subrogation against the Commonwealth of the Northern Mariana Islands Judiciary which may arise by reason of any payment under this policy."

(h) Prior to commencement of work under the Contract, the Contractor shall furnish to the Procurement Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Judiciary in such insurance shall not be effective until 30 days after the Judiciary has received written notice from the insurer, as evidenced by return receipt of registered or certified letter.

53. SUPERINTENDENCE BY CONTRACTOR

(a) The Contractor shall give their personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Judiciary, on the work at all times during progress, with authority to act for them.

(b) The Contractor shall employ such superintendent, foreman and workmen as are careful and competent, and the Procurement Officer may demand the dismissal of any person employed by the Contractor in, about, or upon the work who shall engage in misconduct or be incompetent or negligent in the proper performance of duties, or neglects or refuses to comply with the directions given, and such person shall not be employed again thereon without the written consent of the Procurement Officer. Should the Contractor continue to employ, or again employ any person for whom the Procurement Officer has demanded dismissal under this clause, the Procurement Officer may withhold all payments, which are or may become due, or the Procurement Officer may suspend the work until such orders are complied with.

54. PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall perform on the site and with their own organization, work equivalent to at least fifty-one percent (51%) of the total amount of work to be performed under the contract. If, during the progress of the work hereunder, the Contractor requests a reduction in such percentage and the Procurement Officer determines that it would be to the advantage of the Judiciary, the percentage of the work required to be performed by the Contractor may be reduced with the written approval of the Judiciary.

55. CONDITIONS AFFECTING THE WORK

(a) The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the

cost thereof. Any failure by the Contractor to do so will not relieve them from responsibility for successfully performing the work without additional expense to the Judiciary. The Judiciary assumes no responsibility for any understanding or presentations concerning conditions made by any of its officers or agents prior to the execution of the Contract, unless so stated in the contract.

(b) The Contractor shall request assistance from appropriate Commonwealth authorities to indicate the actual locations of existing utilities to preclude damage during construction.

(c) The Contractor shall inquire about construction requirements from the Procurement Officer or their designee prior to beginning work on the project.

56. AS-BUILT DRAWINGS

Upon completion of the work to be performed under the Contract, and before final payment is made, the Contractor shall furnish the Government with two complete sets of "as-built" drawings, 2 white paper- (24" x 36"), 2 white paper (11"X17"), and 2 electronic files – USB (1-USB in Autocad and 1-USB in pdf). These sets shall include "marked up" prints of the contract drawings and such additional drawings as may be necessary to reflect the complete "as-built" work accomplished under the Contract. The "as-built" drawings shall be initiated at the beginning of the work and shall be maintained and kept current by the Contractor on the job site as the work progresses and until final completion and acceptance by the Judiciary. Markings shall be accomplished in red and shall be complete and legible to assure that the information presented is readily usable. The "as-built" drawings submitted by the Contractor will be subject to review and approval of the Judiciary.

57. SHOP DRAWINGS, COORDINATION DRAWINGS, AND SCHEDULES

(a) The Contractor shall submit shop drawings, coordination drawings, and schedules for approval as required by the specifications or requested by the Procurement Officer as follows:

(i) Shop drawings shall include fabrication, erection and setting drawings, scheduled drawings, manufacturer's scale drawings, wiring and control diagrams, cuts or entire catalogs, pamphlets, descriptive literature, and performance and test data.

(ii) Drawings and schedules, other than catalogs, pamphlets and similar printed material, shall be submitted in reproducible form with two prints made by a process approved by the Procurement Officer. Upon approval, the reproducible form will be returned to the Contractor, who shall then furnish the number of additional prints, not to exceed ten (10), as required by the Procurement Officer.

(b) The Contractor shall submit shop drawings in catalog, pamphlet and similar printed form in a minimum of four (4) copies plus as many additional copies as the Contractor may desire or need for their use or use by his subcontractors.

(c) Before submitting shop drawings on the mechanical and electrical work, the Contractor shall submit and obtain the Procurement Officer's approval of such lists of mechanical and electrical equipment and materials as may be required by the specifications.

(d) The Contractor shall check the drawings and schedules, shall coordinate them (by means of coordination drawings wherever required by the Procurement Officer) with the work of all trades involved before submission and shall indicate thereon their approval. Drawings and schedules submitted without evidence of the Contractor's approval may be returned for resubmission.

(e) Each shop drawing or coordination drawing shall have a blank area 5" x 5", located adjacent to the title block. The title block shall display the following:

(i) Number and title of drawing,

- (ii) Date of drawing or revision,
 - (iii) Name of project building or facility,
 - (iv) Name of Contractor and (if appropriate) name of subcontractor submitting the drawing,
 - (v) Clear identity of contents and location of work, and
 - (vi) Project title and contract number.
- (f) Unless otherwise provided in this contract or otherwise directed by the Procurement Officer, shop drawings, coordination drawings, and schedules shall be submitted to the Procurement Officer sufficiently in advance of construction requirements to permit no less than 10 working days for checking and appropriate action.
- (g) Except as otherwise provided in paragraph (h), approval of drawings and schedules will be general and shall not be construed as:
- (i) Permitting any departure from the contract requirements;
 - (ii) Relieving the Contractor of the responsibility for any errors including details, dimensions, materials, etc.; or
 - (iii) Approving departures from full-size details furnished by the Procurement Officer.
- (h) If drawings or schedules show variations from the contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in their letter of transmittal. If acceptable, the Procurement Officer may approve any or all such variations and issue an appropriate change order. If the Contractor fails to describe such variations, they shall not be relieved of the responsibility for executing the work in accordance with the contract, even though such drawings or schedules may have been approved.

58. SAMPLES

- (a) After award of the contract, the Contractor shall furnish, for the approval of the Judiciary, samples required by the specifications or by the Judiciary. Samples shall be delivered to the Procurement Officer or to the Architect/Engineer as specified or directed by the Procurement Officer. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in the work unless approved in writing by the Procurement Officer.
- (b) Each sample shall have a label indicating the following:
- (i) Name of project building or facility,
 - (ii) Project title and contract number,
 - (iii) Name of Contractor and (if appropriate) the name of the subcontractor,
 - (iv) Identification of material or equipment with specification requirement,
 - (v) Place of origin,
 - (vi) Name of sample producer and brand (if any), and
 - (vii) Samples of finished materials shall be identified with the finished schedule requirements.
- (c) The Contractor shall mail (under separate cover) a letter submitting each sample shipment and the label information required in paragraph (b). They shall enclose a copy of the letter with the sample shipment and send a copy of the letter to the Judiciary representative on the project site. Approval of the sample shall be only for the characteristics of use named in such approval and shall not be construed to change or modify any contract requirement. Substitutions will not be permitted unless they are approved in writing by the Procurement Officer.

(d) Approved samples not destroyed in testing will be sent to the Judiciary representative at the project site. Approved samples of hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples. Other samples not destroyed in testing or not approved will be returned to the Contractor at their expense if so requested at the time of submission.

(e) Failure of any material to pass the specified test will be sufficient cause for refusal to consider, under the Contract, any further samples of the same brand or make of the material. The Judiciary reserves the right to disapprove any material or equipment which previously has proven unsatisfactory in service.

(f) Samples of various materials or equipment delivered on the site or in place may be taken by the Judiciary representative for testing. Samples failing to meet contract requirements will automatically void previous approvals of the item tested. The Contractor shall replace such materials or equipment found not to have met contract requirements, or there shall be adjustment of the contract price as determined by the Judiciary.

(g) Unless otherwise specified, when tests are required, only one test of each sample proposed for use will be made at the expense of the Judiciary. Samples which do not meet specification requirements will be rejected. Testing of additional samples will be made by the Judiciary at the expense of the Contractor.

59. GUARANTEES

(a) Unless otherwise provided in the specifications, the Contractor guarantees all mechanical and electrical work to be in accordance with the contract requirements and free from defective and inferior materials, equipment, and workmanship for one year after the final acceptance date the equipment or work was placed in use by the Judiciary.

(b) If, within any guarantee period, the Judiciary finds that guarantee work needs to be repaired or changed because of the use of materials, equipment, or workmanship which, in their opinion, are inferior, defective, or not in accordance with the terms of the contract, they shall so inform the Contractor in writing and the Contractor shall promptly and without additional expense to the Judiciary:

(i) Place in satisfactory condition all of such guaranteed work;

(ii) Satisfactorily correct all damage to equipment, the site, the building or contents therein, which is the result of unsatisfactory guaranteed work; and

(iii) Satisfactorily correct any work, material, or equipment that is disturbed in fulfilling the guarantee, including any disturbed work, materials and equipment that may have been guaranteed under another contract.

(c) Should the Contractor fail to proceed promptly in accordance with the guarantee, the Judiciary may have such work performed at the expense of the Contractor.

(d) Any special guarantees that may be required under the contract shall be subject to the stipulations set forth above, insofar as they do not conflict with the provisions of such special guarantees.

(e) The Contractor shall obtain each transferable guarantee or warranty of equipment, material, and installation thereof which is furnished by any manufacturer, supplier or installer in the ordinary course of the manufacturer's, supplier's, or installer's business or trade. In addition, the Contractor shall obtain and furnish to the Judiciary all information which is required in order to make any such guarantee or warranty to the Judiciary in sufficient time to permit the Judiciary to meet any time limit requirement specified in the guarantee or warranty or, if no time limit is specified, prior to completion and acceptance of all work under the Contract.

(f) This clause is not intended to limit any rights that the Judiciary may have as provided elsewhere in the Contract, or by law.

60. MAINTENANCE OF TRAFFIC

Unless the contract specifically provides for the closing of any local road or highway to traffic while construction is in progress, all roads or highways shall be kept open to all traffic by the Contractor. The Contractor shall also provide and maintain in a safe condition, temporary approaches, crossings, and intersections with roads and highways. The Contractor shall bear all expenses for maintaining traffic over the section of road affected by work to be done under the Contract, and for constructing and maintaining such approaches, crossings, intersections and any accessory features without additional compensation, except as otherwise provided in the Contract.

61. PROJECT SIGNS

The Contractor shall provide, place, and maintain a project sign at each site where construction operations are underway. Each sign shall be placed as directed by the Procurement Officer. Each sign shall be 4'-0" by 8'-0" in size, be made of 3/4" marine plywood (or approved equal). The signs shall state thereon the name of the owner, job number, job title, Contractor, Judiciary, and Design Consultant. All wording and type, and size of lettering shall be approved by the Judiciary. Upon completion of the work the signs shall become the property of the Contractor and shall be removed from the sites.

62. SPECIFICATIONS AND DRAWINGS

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Judiciary access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy either in the figures, on the drawings, or in the specifications, the matter shall be promptly submitted to the Judiciary, who shall promptly make a determination in writing. Any adjustment by the Contractor without such determination shall be at their own risk and expense. The Procurement Officer shall furnish from time to time such detail drawings and other information as they may consider necessary, unless otherwise provided.

(b) In case of difference between small and large scale drawings, the large scale drawings shall govern. Schedules on any contract drawing shall take precedence over conflicting information on that or any other contract drawing. On any of the drawings where a portion of the work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out shall apply also to all other like portions of the work.

(c) Where the word "similar" occurs on the drawings, it shall have a general meaning and not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.

63. STANDARD REFERENCES

(a) All documents and publications (such as, but not limited to, handbooks, codes, standards, and specifications) which are cited in the Contract for the purpose of establishing requirements applicable to equipment, materials, or workmanship under the Contract, shall be deemed to be incorporated

herein as fully as if printed and bound with the specifications of the Contract, in accordance with the following:

(b) Wherever reference is made to Interim Federal Specifications, Interim Amendments to Federal Specifications, Interim Federal Standards, the Contractor shall comply with the requirement set out in the issue or edition identified in the Contract except as modified or as otherwise provided in the specifications of the Contract.

(c) Wherever reference is made to any document other than those specified in paragraph 45(b) above, the Contractor shall comply with the requirements set out in the edition specified in the Contract, or, if not specified, the latest edition or revision thereof, as well as the latest amendment or supplement thereto, in effect on the date of the Invitation for Bids on this project, except as modified by, as otherwise provided in, or as limited to type, class or grade by the specifications of the Contract.

(d) Federal Specifications and Federal Standards may be obtained from the Commonwealth Printing Office, Washington, D.C. 20420. Inquiries regarding "Commercial Standards", "Products Standards", and "Simplified Practice Recommendations" should be addressed to the Office of Product Standards, National Bureau of Standards, Washington, D.C. 20234. Publications of associations referred to in the specifications may be obtained directly from the associations.

(e) Upon request, the Contractor shall make available at the job site within a reasonable time, a copy of each trade manual and standard which is incorporated by reference in the Contract and which governs quality and workmanship.

64. STANDARD DETAILS

Standard Details are applicable when listed, bound with the specifications, noted on the drawings or referenced elsewhere in the specifications. Where the notes on the drawings indicate modifications, such modifications shall govern.

65. MEASUREMENTS

All dimensions shown on existing work and all dimensions required for work that is to connect with work now in place shall be verified by the Contractor by actual measurement of the existing work. Any discrepancies between the contract requirements and the existing conditions shall be referred to the Procurement Officer before any work affected thereby has been performed.

66. SURVEY MONUMENTS AND BENCH MARKS

(a) The Judiciary has established, or will establish, such general reference points as will enable the Contractor to proceed with work under the Contract. The Contractor will provide new monuments, where shown or specified. If the Contractor finds that any previously established reference points have been destroyed or displaced, or that none have been established, they shall promptly notify the Judiciary.

(b) The Contractor shall protect and preserve established bench marks and monuments and shall make no changes in locations without written approval of the Judiciary. Established reference points which may be lost, covered, destroyed, or disturbed in the course of performance of the work under the Contract or which require shifting because of necessary changes in grades or locations shall, subject to prior approval of the Judiciary, be replaced and accurately located (as appropriate) at the Contractor's expense by a CNMI licensed land surveyor.

(c) The Contractor shall verify the figures shown on the survey and site plan before undertaking any construction work and shall be responsible for the accuracy of the finished work.

67. PATENT INDEMNITY

Except as otherwise provided, the Contractor agrees to indemnify the Judiciary and its offices, agents, and employees against liability, including costs and expenses, for infringement upon any Letters Patent of the United States and /or foreign country (except Letters Patent issued upon an application which is now or may hereinafter be, for reasons of national security, ordered by the Government to be kept secret or otherwise withheld from issue) arising out of the performance of the Contract or out of the use or disposal by or for the account of the Judiciary of supplies furnished or construction work performed hereunder.

68. EQUAL OPPORTUNITY

(a) During the performance of the Contract the Contractor shall comply with the following:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex 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 or national origin. Such action shall include, but not be limited to the following 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 setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(iii) The Contractor will send to each labor union or representative of workers with which they have a collective bargaining agreement for the Contract, a notice, to be provided by the Government, advising the labor union or worker's representative of the Contractor's commitments under this clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(iv) The Contractor will comply with all provisions of Executive Order No. 11246 of September 28, 1965, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(v) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 28, 1965, as amended, and by the rules, regulations and orders of the said President's Committee, or pursuant thereto, and will permit access to their books, records, and accounts by the Procurement Officer and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vi) The Contractor shall further abide by the following: Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. “Employer identification number” means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. “Minority” includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of

the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal Procurement Officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female

referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.²

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the

Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual

goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records

satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(vii) In the event of the Contractor's noncompliance with paragraph (a), the Contract may be summarily cancelled, terminated for default, or indefinitely suspended in whole or in part, and the Contractor may be declared ineligible for further Judiciary contracts, in accordance with the applicable procedures in the Contract and the NMI Judiciary Rules of Procurement.

(viii) The Contractor will include the provisions of paragraph (a) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order No. 11246 of September 28, 1965, as amended, so that such action with respect to any subcontractor purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a 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 interests of the Judiciary.

69. UTILIZATION OF SMALL BUSINESS CONCERNS

(a) It is the policy of the Judiciary as declared by the U.S. Congress that a fair proportion of the purchase and contracts for supplies and services for the Judiciary be placed with small business concerns.

(b) The Contractor shall accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of the Contract.

70. WORKING HOURS

(a) It is contemplated that all work will be performed during the regular working hours of the trades involved unless otherwise specified in the Contract. "Regular working hours" shall mean from 7:30 a.m. to 4:30 p.m., Monday through Friday, except holidays.

(b) If the Contractor desires to carry on work outside regular working hours, they shall submit an application to the Judiciary, and shall allow ample time to enable satisfactory arrangements to be made by the Judiciary for inspecting the work in progress. The cost of inspection outside of regular working hours shall be borne by the Contractor. Work performed by the Contractor at their own volition outside of regular working hours shall be at no additional expense to the Judiciary.

(c) If the Contractor chooses and the Judiciary approves work at night, the Contractor shall light the different parts of the work in an approved manner.

71. SOCIAL SECURITY

All employees of the Contractor or their subcontractors shall be covered under the Commonwealth of the Northern Mariana Islands Social Security System. The employee withholding is 7.65% of the first \$62,700.00 of wages earned. The employer contribution is a like amount. Additional

information can be obtained from the Social Security Office, Commonwealth of the Northern Mariana Islands, Saipan.

72. ACCIDENT PREVENTION - PUBLIC SAFETY

In the performance of the contract, the Contractor shall comply with the applicable provisions of the "Commonwealth of the Northern Mariana Islands Safety Manual", and the provisions of the U.S. Occupational Safety and Health Act (OSHA), and shall take all precautions necessary to protect persons and property; including, but not limited to, providing, erecting, and maintaining all necessary barricades, suitable and sufficient red lights, danger signals, and signs. Roads subject to interference by the work shall be kept open or suitable detours shall be provided and maintained by the Contractor. If directed, the Contractor shall erect such additional warning and directional signs in connection with the work as may be furnished by the Judiciary. Roads closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning and detour signs. All barricades and obstructions shall be illuminated at night, and all lights shall be kept burning from sunset until sunrise. The cost of compliance with this clause shall be borne by the Contractor.

73. PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES, AND IMPROVEMENTS

(a) The Contractor shall preserve and protect all existing vegetation such as trees, shrubs and grass on, or adjacent to, the site of work which is not to be removed and which does not reasonably interfere with the construction work. Care shall be taken in removing trees authorized for removal to avoid damage to vegetation deemed to be in place. Any limbs or branches of trees broken during such operations or by the careless operation of equipment, or by workmen, shall be trimmed with a clean cut and painted with an approved tree pruning compound as directed by the Judiciary.

(b) The Contractor shall protect from damage all existing improvements and utilities at or near the site of the work, the location of which is made known to them, and will repair or restore any damage to such facilities resulting from failure to comply with requirements of the Contract or the failure to exercise reasonable care in the performance of the work. If the Contractor fails or refuses to repair any such damage promptly, the Judiciary may have the necessary work performed and charge the cost thereof to the Contractor.

74. STORM PROTECTION

(a) The Contractor, at no additional cost to the Judiciary, shall be responsible for the security and safety of the construction work and the site, including the Contractor's camp site, when warnings of winds of gale force are issued. Gale winds are defined as having a sustained velocity of 34 knots (39 MPH) or greater and include winds of tropical storms and typhoon intensity.

(b) Satisfactory job site clean-up is the initial, basic, day-to-day minimal preparation the Contractor can make for winds of destructive force. When warnings of winds of gale force are issued, the Contractor shall carry out, without delay, all directives concerning securing action to be taken which may be issued to them by the Judiciary or their designated representative. This preparation is in accordance with the contract terms and every practicable precaution shall be taken to minimize the danger to persons; to prevent damage to work in place, materials, supplies, equipment, adjacent structures, and property of others; and in the public interest.