



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

INVITATION FOR BIDS (IFB)

NMHC IFB 2022-002

BID SUBMISSION DATE & TIME: November 18, 2021, 2:00 p.m.

**Purchase and Installation of a Generator for the
Northern Marianas Housing Corporation (NMHC) Central Office**

Project package will be available on October 19, 2021, at the NMHC website at www.nmhcgov.net by clicking on the "Procurement Tab".

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

Inquiries regarding this solicitation must be addressed in writing to Mr. Jacob Muna, Office Manager/Procurement Officer, at (670)234-6866/9447 or email at officemanager@nmhcgov.net during regular business hours, 7:30 a.m. – 4:30 p.m. Monday through Friday, except CNMI holidays.

/s/
Jesse S. Palacios
Corporate Director

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



NORTHERN MARIANAS HOUSING CORPORATION

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

Email: nmhc@nmhc.gov.mp

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

INVITATION FOR BIDS

NMHC IFB 2022-002

Purchase and Installation of a Generator for the Northern Marianas Housing Corporation Central Office

The Northern Marianas Housing Corporation (NMHC) is soliciting sealed bids for the purchase and installation of a generator for the NMHC Central Office.

Interested individuals or firms may access the **Project Package beginning October 19, 2021, on the NMHC website by clicking on the “Procurement Tab” at www.nmhc.gov.net.**

Inquiries regarding this solicitation must be addressed in writing to Mr. Jacob Muna, Office Manager/Procurement Officer at P.O. Box 500514, Saipan, MP 96950; email to officemanager@nmhc.gov.net or fax to (670)234-9021, no later than 10:00 a.m. October 27, 2021.

Sealed bids must be marked **NMHC-IFB 2022-002**. For bidders within the CNMI, an original and three (3) copies of sealed bids must be submitted to the NMHC Central Office, Garapan, Saipan, MP 96950, **no later than 2:00 p.m., local time November 18, 2021**. Bids received after the date and time will not be accepted. Bidders located outside of the CNMI may obtain an additional seven (7) working days for receipt of their bids by submitting a Notice of Intent to Bid. Notice of Intent to Bid must be received by the Procurement Officer no later than 2:00 p.m., local time, **November 18, 2021**, and must be transmitted via facsimile to (670)234-9021, or via email to officemanager@nmhc.gov.net. For bidders located outside the CNMI, an original and three (3) copies of sealed bids must be postmarked by the U.S. Postal Service or the official government postal service of a foreign country no later than **November 18, 2021** and must be received at NMHC no later than **November 29, 2021**. Note that failure to submit the required number of copies may be cause for rejection of a bid.

Bids will be publicly opened and read at the NMHC Central Office, Garapan, Saipan at 2:00 p.m., local time, **November 30, 2021**. However, if no notice of intent to bid is received from bidders outside the CNMI, bids will be opened at 2:30 p.m., local time on **November 18, 2021**.

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

Breach of Ethical Standard

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

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

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

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

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

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

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

/s/
Jesse S. Palacios
Corporate Director

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

NORTHERN MARIANAS HOUSING CORPORATION
PURCHASE AND INSTALLATION OF A GENERATOR FOR THE NORTHERN
MARIANAS HOUSING CORPORATION (NMHC) CENTRAL OFFICE

NMHC IFB 2022-002

SCOPE OF SERVICES

Project: Procuring and Installation of Generator

Location: NMHC Central Office – Garapan Saipan

General:

The contractor shall provide labor and materials to supply and install a 125-kw generator unit and additional accoutrements necessary for emergency operations. Such supplementary equipment may include the manual transfer switch, electrical paneling, and other general installation materials. All installation shall comply with the current electrical codes.

Scope of Work:

- Site verification;
 - The contractor shall conduct site visit to inspect, and is responsible for verifying the measurements of the Generator building (since the building has not been built you can verify the measurements thru building plan.).
- Generator;
 - The contractor shall supply one (1) 125 KW generator or equivalent to KVA that can supply 400amp, Manual Transfer Switch.
 - The contractor shall provide all materials, equipment, and tools needed to complete the installation.
 - Radiator exhaust materials, engine exhaust supply, wire, conduit, boom truck, etc.
- Installation;
 - The contractor shall provide the labor to install the generator set into the new building.
 - Mount generator to floor with rubber pads.
 - Fabricate interior exhaust ducting from the interior wall to the generator radiator. Galvanized steel sheet metal 18GA,
 - Fabricate engine exhaust stack to extend out and up the exterior wall with rain cap.
 - Terminate wire connections at the generator. Mount manual transfer (MTS) switch on the building interior wall. Extend wire and conduit from MTS to the generator (wire and conduit up to 20' included)
- Warranty;

- The contractor shall provide warranty certificate from the manufacturer and contract agreement that contractor will assist NMHC in terms of submitting and processing claims.
- All electrical materials and installations shall comply with the current electrical code.

The contractor shall be responsible for the shipping and handling of the generator from the manufacturer to the port of Saipan.

The contractor shall submit in their bid packet the specification of the generator.

The NMHC will pay the contractor upon the complete delivery and installation of the generator. A certification letter must be submitted to the NMHC certifying that the generator has been installed and passed all installation testing.

Bid Information:

- A. Bidder shall deliver and install the generator within 120 calendar days after the issuance of a Notice To Proceed;
- B. Sealed bids must be marked NMHC IFB 2022-002;
- C. Bids must be submitted to the NMHC Central Office located on Micro Beach Road, Garapan, Saipan, no later than 2:00 p.m. local time on November 18, 2021. Bidders located outside the CNMI may obtain additional seven (7) days for receipt of their bids by submitting a Notice of Intent to Bid. The Notice of Intent to Bid must be received by the Procurement Officer no later than 2:00 p.m. on November 18, 2021;
- D. Inquiries regarding this solicitation shall be submitted in writing at P.O. Box 500514, Saipan, MP 96950; via email at officemanager@nmhcgov.net or fax to (670)234-9021, no later than 10:00 a.m. October 27, 2021.

Bid Submission Requirements:

- A. Bid Proposal Form;
- B. Bid Form;
- C. Non-Collusion Affidavit
- D. Contractors Statement
- E. Vehicle Specification and Warranty Information
- F. Business License with a copy of the company's tax identification number;
- G. DUNS Number;
- H. Company Profile
- I. Addendums (if any)

BID PROPOSAL

Date: _____

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

VENDORS:

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

The undersigned hereby acknowledges receipt of the following Addenda:

Addendum No.:

Dated:

If awarded the contract, the undersigned agrees to complete the work within **One Hundred Twenty (120) calendar days** of the commencement of the Contract Time as defined in the General Conditions of the Contract and Agreement.

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

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

Contract for which proposal is submitted:

SUBMITTED BY:

Representative: _____
(Print Name) (Signature)

Title: _____

Company Name: _____

Company Address _____

Telephone: _____ Fax: _____

Email: _____

CONTRACTOR'S STATEMENT

Project: _____
Commonwealth of the Northern Mariana Islands

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS)
) ss
SAIPAN, MARIANA ISLANDS)

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

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

Of the party making the foregoing proposal or bid, that such proposal or bid is genuine and represents that he has not retained any person, or been retained, to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Signature of
Bidder, if the bidder is an individual;
Partner, if the bidder is a partnership
Officer, if the bidder is a corporation;

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

Seal of Notary Public

My commission expires _____, 20_____.

NON-COLLUSION AFFIDAVIT

Project: _____
Commonwealth of the Northern Mariana Islands

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

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

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

Signature of

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

Seal of Notary Public

My commission expires _____ 20_____.

CONTRACT NO.: NMHC 2022-000

NMHC IFB 2022-002

Contractor: _____

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
CONTRACT FOR PURCHASE OF SERVICES

I. PARTIES

This contract is between the NORTHERN MARIANAS HOUSING CORPORATION (NMHC), an autonomous public agency of the Commonwealth of the Northern Mariana Islands and referred to herein as “NMHC”, and _____ is referred to in this contract as the “Contractor.”

Contractor is a General Construction

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

II. NOTICE

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

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

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

III. COMMUNICATION

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

IV. GENERAL PURPOSE

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

1. Purchase and Installation of a Generator for the Northern Marianas Housing Corporation (NMHC) Central Office

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

The services will be provided on the island of Saipan.

The services will be performed for a duration of *One Hundred Twenty (120) Calendar days*.

V. CONTRACTOR TO PROVIDE EQUIPMENT

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

VI. WARRANTY

Contractor and Manufacturer warranty as stated in the vehicle specification provided by the contractor and manufacturer.

VII. CONTRACT DOCUMENTS

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

EXHIBIT	NAME OF DOCUMENT
A	Standard Terms and Conditions
B	Scope of Services

VIII. CONSIDERATION AND SCOPE OF WORK

Contractor agrees to perform the services described in this contract and the documents attached and incorporated into this contract. The NMHC agrees to pay contractor in the amount not to exceed _____ (\$____.00) in exchange for the purchase and installation of a generator, and goods if any. In addition, the consideration for this agreement is in the mutual covenants and stipulations hereby agreed to by the parties and set out in the following paragraphs.

IX. DURATION OF CONTRACT

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

This contract will remain in effect for a period of One Hundred Twenty (120) Calendar Days after the receipt of the Notice to Proceed.

X. CONTRACT EXTENSION

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

XI. DELIVERY AND PAYMENT

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

DATE THE NMHC RECEIVES INVOICE	INVOICE AMOUNT	PAYMENT DUE DATE
Upon delivery and complete installation of the Generator		NMHC will issue payment to the contractor within 30 days after submitting an invoice.

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

XII. SIGNATURE REQUIREMENTS

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

XIII. ADJUSTMENTS OF TIME FOR PERFORMANCE

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

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

XIV. SIGNATURES

1. Expenditure Authority

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

Jesse S. Palacios
Corporate Director
Expenditure Authority

Date:

2. Procurement and Supply

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

Jacob Muna
Procurement Officer

Date

3. NMHC Fiscal Division

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

Account: _____

Amount: _____

Jeffrey Q. Deleon Guerrero
Chief Financial Officer

Date

4. Attorney General:

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

Edward Manibusan
Attorney General

Date

5. NMHC Board of Directors

Merced "Marcie" M. Tomokane
Chairwoman

Date

6. Contractor – _____:

On behalf of the Contractor, I represent that I am authorized to bind the Contractor to the terms of this Contract, and by my signature I do hereby accept and bind the Contractor to the terms of this Contract. I further represent for the Contractor that no person associated with the Contractor has retained any person in violation of the Commonwealth Procurement Regulations.

PRINTED NAME OF SIGNING AUTHORITY

TITLE

SIGNATURE OF SIGNING AUTHORITY

Date

7. CERTIFICATION OF CONTRACT COMPLETION

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

Jacob Muna
Procurement Officer

Date

XV. END OF CONTRACT DOCUMENT

Procurement Information
(For government purposes only)

Method of Procurement (Check one only)

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

Type of Procurement (Check one only)

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

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

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

I. TAXES, INSURANCE, AND PERMITS

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

II. LITIGATION

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

III. CONTRACT SUBJECT TO FUNDING

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

IV. SATISFACTION OF EXPENDITURE AUTHORITY REQUIRED

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

V. REGULATIONS CONTROLLING

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

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

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

VII. CONTRACT DISPUTES

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

VIII. GRATUITIES

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

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

IX. RIGHT TO AUDIT

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

X. KICKBACKS PROHIBITED

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

XI. CONTINGENT FEES

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

XII. TERMINATION FOR DEFAULT

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

XIII. TERMINATION FOR CONVENIENCE

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

XIV. ASSURANCES

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

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

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

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

END OF DOCUMENT