



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

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

NMHC IFB 2021-017

BID SUBMISSION DATE & TIME: September 14, 2021, 10:00 a.m.

**Purchase of Personal Protective Equipment for the
Department of Fire and Emergency Medical Services (DFEMS)**

Project package will be available on August 13, 2021, at the NMHC website at www.nmhc.gov.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.

A Mandatory Pre-Bid conference will be held via video teleconferencing on August 23, 2021, at 10:00 a.m. through Zoom Video Communications. Bidders will be provided the video teleconferencing link on the NMHC website at www.nmhc.gov.net. Bidders are requested to submit via email at officemanager@nmhc.gov.net of their intent to participate in the mandatory pre-bid conference at least one (1) day before the conference. Failure to attend the Mandatory pre-bid conference will be considered a non-responsive bidder.

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

INVITATION FOR BIDS

This ad is paid by NMHC with HUD Funds

NMHC IFB 2021-017

Purchase of Personal Protective Equipment for the Department of Fire and Emergency Medical Services (DFEMS)

The Northern Marianas Housing Corporation (NMHC) is soliciting sealed bids for the purchase of personal protective equipment for the Department of Fire and Emergency Medical Services (DFEMS).

Interested individuals or firms may access the **Project Package beginning August 13, 2021, on the NMHC website by clicking on the “Procurement Tab” at www.nmhcgov.net.**

A Mandatory Pre-Bid Conference will be held via video teleconferencing on **August 23, 2021, 10:00 a.m.** through Zoom Video Communications. Bidders will be provided the video teleconferencing link on the NMHC website at www.nmhcgov.net by clicking on the “Procurement” menu tab. Bidders are requested to submit their intent to participate in the pre-bid conference via email at officemanager@nmhcgov.net at least one (1) day before the conference. Failure to attend the Mandatory Pre-bid conference will be considered a non-responsive bidder. Inquiries regarding this solicitation must be addressed in writing to Mr. Jacob Muna, Office Manager/Procurement Officer at P.O. Box 500514, Saipan, MP 96950; email to officemanager@nmhcgov.net or fax to (670)234-9021, no later than 9:00 a.m. August 23, 2021.

Sealed bids must be marked **NMHC-IFB 2021-017**. For bidders within the CNMI, an original and three (3) copies of sealed bids must be submitted to the NMHC Central Office, Garapan, Saipan, MP 96950, **no later than 10:00 a.m., local time September 14, 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 10:00 a.m., local time, **September 14, 2021**, and must be transmitted via facsimile to (670)234-9021, or via email to officemanager@nmhcgov.net. For bidders located outside the CNMI, an original and three (3) copies of sealed bids must be postmarked by the U.S. Postal Service or the official government postal service of a foreign country no later than **September 14, 2021** and must be received at NMHC no later than **September 23, 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 10:00 a.m., local time, **September 24, 2021**. However, if no notice of intent to bid is received from bidders outside the CNMI, bids will be opened at 10:30 a.m., local time on **September 14, 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

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

matter, pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore. *NMIAC Section 100-60-725(a)*

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

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

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

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

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

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: **The Purchase of Personal Protective Equipment for the DFEMS**, 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 Fifty (150) calendar days** of the commencement of the Contract Time as defined in the General Conditions of the Contract and Agreement.

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

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

SUBMITTED BY:

Representative:_____

(Print Name) (Signature)

Title:_____

Company Name:_____

Company Address_____

Telephone:_____ Fax:_____

BID FORM

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

PROJECT:

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

1. BASE BID:

Structural Fire Fighting Gears:

- a. Bunker Coats: Price per item: _____ x 158 pieces = Total: _____
- b. Bunker Pants: Price per item: _____ x 158 pieces = Total: _____
- c. Structural Fire Fighter Boots: _____ x 158 pieces = Total: _____
- d. Fire Fighter Structural Gloves: _____ x 158 pieces = Total: _____
- e. Fire Fighter Hoods: _____ x 158 pieces = Total: _____
- f. Fire Fighter Helmet: _____ x 158 pieces = Total: _____

- 2. The bidder hereby further agrees to commence work under this contract on the date in the written "Notice to Proceed" as established by the Northern Marianas Housing Corporation (NMHC) and to fully complete the project within **One Hundred Fifty (150) Calendar Days** thereafter, as stipulated in the Contract Documents.
- 3. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, and to the best of his knowledge and belief that:
 - 1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
 - 2. Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by the bidder or with any competitor.
 - 3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
- 4. This bid may be withdrawn at any time prior to the scheduled time for the opening of the bids or any authorized postponement thereof.

Representative: _____
(Print Name) (Signature)

Title: _____

Company: _____

Mailing Address: _____

Email Address: _____

Phone: _____ Fax: _____

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____.

CONTRACTOR'S STATEMENT

Project: Commonwealth of the Northern Mariana Islands

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

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

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

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

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

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

Seal of Notary Public

My commission expires _____, 20____.

SMALL, MINORITY, WOMEN-OWNED BUSINESS CONCERN REPRESENTATION

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

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

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

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

(check the block applicable to you)

☐ Black Americans ☐ Asian Pacific Americans

☐ Hispanic Americans ☐ Asian Indian Americans

☐ Native Americans ☐ Hasidic Jewish Americans

Bidder's/Proposer's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name & Mailing Address)

Telephone: _____

Fax No.: _____

NORTHERN MARIANAS HOUSING CORPORATION (NMHC)

INVITATION FOR BIDS

NMHC IFB 2021-017

PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT FOR THE DEPARTMENT OF FIRE AND EMERGENCY MEDICAL SERVICES (DFEMS)

PRODUCT SPECIFICATIONS:

The NMHC is soliciting sealed bids for the purchase of personal protective equipment for the DFEMS. Listed below are the description of the personal protective equipment needed by the DFEMS and the quantity of each personal protective equipment.

1. Bunker Coats: Quantity: 158 pieces
2. Bunker Pants (Unisex): Quantity: 158 pieces
3. Fire Fighter Structural Gloves: Quantity: 158 pieces
4. Structural Fire Fighter Boots: Quantity: 158 pieces
5. Fire Fighter Hoods: Quantity: 158 pieces
6. Fire Fighter Helmet: Quantity: 158 pieces

The selected bidder shall coordinate with the DFEMS and NMHC to determine the sizes of the personal protective equipment.

This document specifies the design and materials used to manufacture used coats and pants to be worn during STRUCTURAL FIREFIGHTING as covered by NFPA 1971. The protection offered by the garment covers the lower and upper section of the body excluding head, hands or feet. Garment sizing shall be done accordance with NFPA 1500 and available for male and female firefighters. Generalized sizing such and small, medium, large, etc... shall be considered unacceptable.

Certification

The design, materials, workmanship, construction and performance shall meet or exceed all National Fire Protection Association (NFPA) requirements as specified in NFPA 1971, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting 2013 edition. The manufacturer shall supply the Certificates of Compliance from Underwriters Laboratories showing compliance to the standard.

ISO 9001

The manufacturer shall be ISO 9001:2008 certified, thus assuring quality control procedures in the manufacturing of bunker gear. A copy of this certification shall be supplied.

Exception

Bidder shall clearly state in this document if he complies with this section requirement or takes an exception. Any section that is not clearly identified as compliant will be considered as an exception. All alternative proposals for each exception shall be described and listed on a separate document and attached to this bid. No exception to this paragraph shall be accepted.

THL Rating

The composite of outer shell, thermal barrier and moisture barrier shall meet or exceed the minimum THL requirement of the latest edition of NFPA 1971. Manufacturer shall state on his bid the THL value of proposed composite.

THL: Total Heat Loss

TPP Rating

The composite of outer shell, thermal barrier and moisture barrier shall meet or exceed the minimum TPP requirement of the latest edition of NFPA 1971. Manufacturer shall state on his bid the TPP value of the composed composite.

TPP: Thermal Protective Performance

Labeling

The coats and pants shall be labeled according to the applicable standards and regulations. A warning label shall be applied about use and protection of garment. A human readable unique serial number shall be assigned to the coats and pants. The unique serial number shall also be translated into bar code so it can be read by care and maintenance facilities.

Packaging

The garment shall be individually put in a bag that protects them from external elements including UV RAYS on ALL sides before being placed in a transportation box. The individual bags shall have label that includes the garment identification. The same label shall also be affixed to the transportation box for easier processing by the department.

Outer Shell

The outer shell shall be approximately 6.5 oz/yd, constructed of proprietary blend of 80% Nomex/Kevlar spun yams with 20% 400 denier Kevlar Filament. The outer shell shall be constructed in a comfort twill weave and shall have the DuPont Teflon F-PPE durable water repellant finish. The outer shell shall be black.

Moisture Barrier

The moisture barrier shall be two-layer CROSSTECH black moisture barrier- Type 2F, which is comprised of a CROSSTECH membrane laminated to a 3.3 os/yd woven fabric constructed of 93% Meta-Aramid / 5% Para-Aramid/ 2% Anti Stat. The CROSSTECH membrane is an enhance bi-component membrane comprised of an expanded PTFE (Polytetrafluorethylene, for example Teflon) matrix having a continuous hydrophilic (i.e., water-loving) and oleo phobic (i.e., oil-hating) coating that is impregnating into matrix.

All moisture barrier seams shall be stitched and seams shall be sealed with a minimum one (1) inch GORE-SEAM tape to afford comparable viral penetration resistance performance. Any seam tape narrower than one (1) inch shall be unacceptable because of liquid penetration risk associated with narrower seam tape.

Double rows of stitching shall not be acceptable as it reduces the surface area of the sealing tape on both side of the seam.

The total weight of the moisture barrier shall be approximately 4.7 oz/yd.

Thermal Barrier

The thermal barrier shall consist of a 68% Aramid / 21% FR Viscose / 11% Polyamide dobby weave face cloth quilted with met-aramid threads to 1 layer of 2.3 oz/yd of 100% aramid non-woven substrate. The thermal barrier shall have a total weight of approximately 7.4 oz/yd.

Polymer Coated Aramid Reinforcement Color

All polymer coated aramid reinforcements, where specified, shall be black in color.

Hardware

All zipper, snaps, or hooks and loop shall be supplied by YKK. Snaps shall be prong type. Stitching of all long pieces of hook and loop shall be done with a triple row of lock stitching. Stitching of all short pieces of hook and loop shall be done with a single row of lock stitching around the edges with an "X" in the center.

Coat Specification**Coat Closure System**

The positive closure system shall consist of heavy-duty Cision Zipper of approximately twenty (20) inches long graded to the size of the jacket. The positive closure shall be covered by ONE PIECE storm flap extending from the bottom of the jacket to the top of the collar, to prevent any gaps in the throat area. The one piece flap shall measure approximately four inches and three quarters ($4\frac{3}{4}$) wide and twenty four inches and three quarter ($24\frac{3}{4}$) long. The storm flap and throat closure shall be constructed of three (3) layers: two (2) layers of outer shell and one (1) layer of moisture barrier. The storm flap shall have a special grabber made of outer shell material and closed cell foam padding to help opening the flap with a gloved hand. The grabber shall be approximately one and a quarter ($1\frac{1}{4}$) high by four (4) inches wide at the widest point and shall be cut at an angle to the bottom. The grabber shall be located at the top of the storm flap. The flapper shall be fastened to the front of the jacket by means of FR hook and loop fastener one and a half ($1\frac{1}{2}$) inches wide for the full length of the flap and one and a half ($1\frac{1}{2}$) inches on the front panel of outer shell. The hook and loop fastener shall be sewn so that the seams are at most 1' apart from one another in order to prevent damage with opening and closing the flap.

The moisture barrier in storm flap shall be the SAME as the moisture barrier selected in the MOISTURE BARRIER section of this specification. Use the moisture barrier other than that specified in the MOISTURE BARRIER section are not considered acceptable by this department.

Closures with separate throat tabs are not considered acceptable by this department.

Pockets

The coats shall be provided with two (2) semi-bellow pockets measuring approximately eight (8) inches by nine (9) inches and two (2) inches deep on the back portion of the pockets. The pockets shall be fitted with a full width flap measuring approximately three inches and half ($3\frac{1}{2}$) high. The coat pocket flaps shall have a special grabber made of outer shell material and closed cell foam padding to help opening the pockets with gloved hands. The grabber shall be approximately one and a quarter ($1\frac{1}{4}$) inch high by five and half ($5\frac{1}{2}$) inches wide at the widest point and shall be cut at an angle on both sides. The grabber shall be located on the bottom edge of the flap in the center of the flap. The pocket flaps shall have two (2) hook fasteners of two (2) inches by two (2) inches. The pockets shall have two (2) loop fastener measuring (2) inches wide by one and a half ($1\frac{1}{2}$) inch high. The hook and loop fasteners shall be sewn with locks stitching in a box

& cross pattern. The bottom of the pocket shall have two (2) bartacks on each lower corner, one (1) bartack on each top corner and one bartack on each side of pocket flap for a total of eight (8) bartacks.

Radio Pocket (8"X4"X2") (Unit)

The coat shall have a radio pocket measuring eight (8) inches high by four (4) inches wide by two (2) inches deep. The pocket shall be constructed of the specified outer shell material and shall have hook and loop fasteners. The hook and loop fasteners shall be sewn with lock stitching in a box & cross pattern. The pocket shall have at least one (1) drainage eyelet on the bottom. The radio pocket shall have two (2) bartacks on each lower corner and one (1) bartack on each top corner for a total of six (6) bartacks.

Radio pocket Flap

The radio pocket flap shall measure approximately four (4) inches high by three (3) inches wide. The radio pocket flap shall have a special grabber made of outer shell material and closed cell foam padding to help opening the pockets with gloved hand. The grabber shall be approximately one and a quarter (1 ¼) inch high by three and a half (3 ½) inches wide at the widest point and shall be cut at an angle on both sides. The grabber shall be located on the bottom edge of the flap. The flap shall close with the use of FR hook and loop fasteners of three (3) inches high by two (2) inches wide and two (2) inches on the face of the radio pocket. The radio pocket flap shall have one (1) bartack on each side for a total of two (2) bartacks.

Inside pocket with Hook and Loop

The coat shall be provided with an inside pocket measuring approximately seven and a half (7 ½) wide by eight (8) inches high, constructed of outer shell material. The pocket shall be closed with one (1) inch by three (3) inches of hook and loop fastener. The hook and loop fasteners shall be sewn with lock stitching in a box & cross pattern.

Reflective Trim Pattern

The trim shall be "NEW YORK" style; one (1) band around the lower portion of the jacket, one (1) band around the back and chest area below the armpit, two (2) bands on each arms, one (1) above and one (1) below the elbow.

Reflective Trim Type

The retro-reflective trim shall be the three (3) inch wide Scotchlite Reflective Material – 5687, lime-yellow with silver center, from 3M. This material is also commonly referred to as segmented triple trim.

Waterwell

The coat sleeves shall have neoprene water well sewn to outer shell. The water well shall be approximately two (2) inches deep and prevent debris from entering the sleeve when the arms are raised. The water well shall be sewn into the cuff reinforcement and shall be sewn to the outer shell approximately two (2) inches from the sleeve end. The water well shall also have two (2) drainage eyelets to prevent accumulation of water when the arms are raised.

Glove interface

Along Nomex knit wristlet with thumb hole shall be attached to stepwell.

Inspection Port

An opening in the jackets liners shall provide access between the thermal barrier and the moisture barrier to inspect moisture barrier laminate and thermal barrier substrate. This opening shall remain closed when jacket is in use by the mean of a zipper closure. The opening shall be at the bottom of the liner.

Microphone / P.A.S.S Loop

A loop for a microphone or P.A.S.S alarm shall be installed above the radio pocket. The loop shall be one (1) inch high and have an opening of approximately one inch and three quarters ($1 \frac{3}{4}$) of usable space and be made of specified outer shell. The loop shall be bartacked at each end to the front of the jacket.

Flashlight Holder

The coat shall have an adjustable loop made of outer shell. The loop shall measure eleven (11) inches long and be attached to the outer shell with bartacks leaving an opening of approximately one inch and a half ($1 \frac{1}{2}$). The loop shall close onto itself with the use of hook and loop fastener. The coat shall also have a metal clip installed so the bottom of the clip is one inch and a half ($1 \frac{1}{2}$) above the loop. The clip shall be installed on the outer shell with the use of a piece of outer shell folded back onto itself.

Pant Specification

Outer Shell Construction

All Major "A" seams shall be made of seams type LSbm-4, including stitch types #504, #401 and #301. The seaming process shall start by aligning two pieces of fabric together and stitching them together with what is commonly referred as 35 thread overlock' using stitch type #516, consisting of stitch types #504 and #401. The seam shall then be folded over and top stitched with two (2) rows of lock stitch consisting of stitch type #301. All seam shall be stitched with Nomex thread using 9 #1 stitches per inch and soon to prevent stitches from coming apart by themselves if cut or worn. Stress points such as pocket and pocket flaps shall be bar-tacked for increased durability.

The pant shall have removable NOMEX belt shall be made of 2inch wide webbing. The webbing shall be passed through five (5) belt loops fixed on the pants. The belt shall include an adjustable high-temp plastic buckle. The belt loops shall be made of outer shell and shall be installed at waist area of the pants. Each belt loops shall have an opening of two and a half ($2 \frac{1}{2}$) inches and shall be secured to the pants with lock stitching bartacks.

The pants shall be made of eleven (11) panels to provide complete range of motion. The pant designs with less that eleven panels shall not be considered acceptable for this department.

Liner Construction

All Major B' seams shall be made of seam type SSa-2, including stitch types #504 and #401. The seaming process shall start by aligning two pieces of fabric together and stitching them together with what is commonly referred as 35 thread overlock' using type #516, consisting of stitch types #504 and #401. In addition, the moisture barrier seams shall be sealed according to the section entitled SEALED MOISTURE BARRIER SEAMS. The moisture barrier and thermal barrier component of the liner shall be sewn together with one row lock stitch, of stitch type 301. All moisture barrier seams shall be stitched with Nomex Thread 12 + 1 stitch per inch. All thermal barrier seams shall be stitch with Nomex Thread 10 + 1 stitches per inch.

All seams shall be orientated so that the edges of thermal barrier and moisture barrier sealing tape are inside the inner liner.

The liner shall be cut a maximum of three (3) inches shorter for the outer shell. A waist band shall be sewn to the inside of the outer shell. A two (2) inch waist band made of thermal barrier and moisture barrier shall be sewn to the inside of the outer shell. The liner shall be attached between the outer shell and the waist band with the use of one (1) full length zipper. The liner shall also be attached to the shell with two (2) tabs with snaps at each leg. The waist band shall be kept in position with the use of five (5) snaps positioned around the waist, further securing the liner to the outer shell. Two additional layers of thermal barriers shall be sewn in the knee area for increased CCHR protection.

Pockets

The pants shall be provided with two (2) below pockets measuring approximately eight (8) inches by ten (10) inches and two (2) inches deep on all sides of the pockets. The pockets shall be fitted with a full width flap measuring approximately three inches and a half (3 ½) high. The pocket flaps shall have two (2) hook fasteners of two (2) inches by two (2) inches. The pockets shall have two loop fasteners measuring two (2) inches wide by one and a half (1 ½) inch high. The hook and loop fasteners shall be sewn with lock stitching in a box & cross pattern. The bottom of the pockets shall be provided with two (2) evacuation eyelets. Each pocket shall have (2) bartacks on each lower corner, one (1) bartack on each top corner and one (1) bartack on each side of pockets flap for a total of eight (8) bartacks.

Knee Reinforcement / Padding

The knee are shall be designed to enhance mobility with the use of darts and pleats in the outer shell. The knee area shall be molded and articulated to better shape the knee in order to increase flexibility, mobility and comfort. The knee area shall be reinforced by rectangular piece of polymer coated aramid graded in length in proportion with the pant size and shall be double stitched to outer shell. A padding of one (1) Layer of Nomex felt shall be inserted between the polymer coated Aramid Knee reinforcement and pant outer shell.

Reflective Knee Pattern

The trim shall be positioned around the lower portion of the leg between the cuff and the knee.

Reflective trim type

The retro-reflective trim shall be three (3) inch wide Scotchlite Reflective Material – 5687, lime-yellow with silver center, from 3M. This material is also commonly referred to as segmented triple trim.

Suspenders

The pants shall be equipped with Deluxe H-Style removable suspenders. The suspenders shall be constructed of two (2) inch wide heavy-duty cotton webbing. The horizontal component of the suspenders forming the H back shall be made of elastic material to increase comfort when bending forward. The suspenders shall be attached to the pant by passing the ends through high-temp sliders in the belt loop around the waist of the pants and folding each end over onto itself while securing the hook and loop fasteners 'x' sewn with a box and cross pattern. A quick adjust metal ladderlock' buckle shall be installed on front of the suspenders to tighten or release the suspenders quickly. In addition, a shoulder padding made of neoprene shall be sewn to the shoulder area of the suspenders. The padding shall measure a minimum of

eight (8) inches long by the width of the webbing. The suspenders shall be cut in proportion to the size of the fire fighter measurement and completely be removable for ease of cleaning.

Inspection Port

An opening in the pant liner shall provide access between the thermal barrier and moisture barrier to inspect moisture barrier laminate and thermal barrier substrate. This Opening shall remain closed when pants is in use by the means of zipper closure. The opening shall be on the left side of the waist line.

Structural Firefighting Boots

According to National Fire Protection Association (NFPA) 1971, *Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting*,

- NFPA outlines a separate set of footwear standards for proximity and structural firefighters in NFPA 1971: Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting. the standard that covers protective footwear for [structural firefighting](#), [firefighting](#) boots must have a sole with a heel, an upper with a lining, an insole with puncture-resistance device, and an impact- and compression-resistant toe cap. and a boot that protects from all fireground hazards, offers good ankle support allows for good agility and is comfortable.
- Sun Reflect Leather keeps the leather and the feet cooler in hot sunlight
- footwear, 3, or 4 layers, with inner Cambrelle lining & softly padded with breathable foam
- Formed protective toe cap to meet ASTM F2413-05 standard for personal protection - protective footwear
- Anatomically formed, Texon insole absorbs moisture and supports ankle; Available in Medium or Wide size
- Advanced function, safety and comfort technology to keep cooler, more comfortable, and thoroughly protected under the most extreme conditions
- Liquid penetration resistance – The footwear should be able to resist penetration of liquid for at least 1 hour;
- Pathogen resistance – The footwear's seams and upper material must protect against liquid or blood-borne pathogens;
- Puncture resistance – The footwear's soles, heels and uppers must be tested for resistance to puncture;
- Electricity resistance – Footwear must pass an electrical insulation test;
- Toe impact and compression resistance;
- Bending resistance – The footwear's ladder shanks must be tested for resistance to bending;
- Water resistance; and
- Flex cracking resistance – The boot's puncture-resistance device should show no signs of flex cracking.

In addition, NFPA outlines specific standards for proximity firefighting footwear, including passing a radiant reflecting performance test and a thermal insulation test, where the temperature of the upper lining (the surface that makes contact with the skin) should not reach 111 F in 10 minutes or less. Standards specific to structural footwear include a radiant heat resistance test and a conductive heat resistance test.

FIRE FIGHTER STRUCTURAL GLOVES MINIMUM SPECIFICATION AND CONFIGURATION

- Structural Firefighting gloves compliant and certified to NFPA 1971-2018
- 360-degree heat resistance and a 360-degree barrier against liquids.
- The outer layer is made of water – resistance and flame-resistance cow suede.
- Should include firm fitted fingers, to give the wearer superior comfort and dexterity
- Increase back-of-hand heat protection from Kevlar inner liner
- Reinforce patches on accident prone areas to battle excess heat excess heat and wear when clenching a tool or hose line.

FIREFIGHTER HOODS MINIMUM SPECIFICATION AND CONFIGURATIONS

STYLE SPECIFICATIONS

- Style-2 Ply, two-piece design with notched shoulders.
- Length-from top of the head to bottom -21 Inches
- Vent Zone-FR fabric vent from top of the head to base of the neck
- Sizing-One size fits all. Do not modify, change or alter the protective hood in any manner.
- Construction seam, all seams are merrowed, then top and bottom edges are bound with binding.
- Thread 100% Nomex.
- Fabric description-Ultra C6-black Knit, and material composition, carbon based tri blend rib knit.

FIREFIGHTER HELMET MINIMUM SPECIFICATION AND CONFIGURATION

specification for a thermoplastic structural fire helmet. specification encompasses the performance criteria, design, construction and materials deemed necessary for helmets utilized for structural firefighting. Fire Helmet shall meet the requirements of NFPA 1971. The helmet shell material consists of a high-temperature, flame- and chip-resistant “through-color” thermoplastic, compression-molded to form a one-piece shell. The shell dimensions (with edge-trim) shall be 15.25” in length, 10.5” in width, and a height of 5.25”. The shell color finish shall be available in the standard colors of red, black, and white.

The shell shall have, high-temperature, flame-resistant, flexible edge trim made of thermoplastic rubber (TPR) with an aluminum core. The edge-trim is secured around the entire brim of the helmet by crimping the aluminum core which simultaneously captures and retains a wire used to reinforce the brim of the helmet. The edge-trim is secured at the mating ends with a high temperature adhesive and clamped by the helmet hanger clip at the edge of the rear brim. The shell shall have a helmet hanger comprised of a ¾”, nickel plated “D” ring and a stainless steel clip. The helmet hanger shall be attached to the center rear of the brim.

FRONT HOLDER:

The helmet shell shall be furnished with a collapsible brass front-piece holder which shall be attached to the main rib on the shell front, and positioned to capture the top of standard 5” or 6” fire department identification shields (i.e., front pieces). The front holder shall be either a flat brass piece with a silkscreened eagle or Maltese Cross (5” & 6”) or a formed brass eagle (6” only).

The shell shall have a thermoplastic, front-piece mounting bracket affixed to the front center of the brim. The bracket shall provide for positioning and retention of a standard 5" or 6" front pieces.

Face-shield

The face-shield shall be a wrap-around, high pivot design, 4.5" wide, 19.0" long and 0.150" thick. The lens material shall be high performance, high temperature, impact-resistant thermoplastic. The lens shall be coated with a scratch resistant coating on both inner and outer surfaces to protect the lens from abrasions.

The face-shield shall be mounted to the helmet shell by means of two (2) glass-reinforced, high-temperature and flame-resistant thermoplastic bracket assemblies, with adjustable thermoplastic knobs one (1) on either side of the helmet shell. The brackets allow the face-shield to be raised above the brim line (with 6" front pieces) or helmet shell (with 5" front pieces) when not in use. Goggle System The goggle system shall be comprised of a high-temperature, flame- and impact-resistant goggle lens and frame, a flame-resistant, elastic goggle strap, and a goggle retention system. This retention system will lock the goggle onto the helmet at the back brim, preventing loss of the goggle when either stowed or donned. Both inner and outer surfaces of the goggle lens will have an anti-scratch and anti-fog coating. Both ends of the lens will be reinforced with a fiberglass insulating label for extra durability at elevated temperatures. The lens will be low profile, optically correct with a nominal thickness of 1/16". The goggle strap will require a one-time adjustment to facilitate donning if wearing gloves.

IMPACT CAP:

The impact cap is designed to help provide increased thermal and impact protection. The impact cap shall be a rigid cell, high temperature urethane foam cap that covers the entire inner crown of the helmet. This impact cap is held into the crown by the suspension clips. It is removable for inspection and replacement

HEAD SUSPENSION

Traditional Fire Helmet shall consist of a six-way head suspension system, attached to the impact cap. The head suspension system comprises three (3) fixed 0.75" wide nylon straps mounted at six points on the impact liner and fastened at their intersection to form the 6-way overhead strap assembly. The straps are attached to the impact cap by means of a rigid plastic strap that locks the straps into the helmet shell lugs.

SIZING ADJUSTMENT

The size of the headband may be adjusted to fit the wearer's head by means of a ratchet adjustment system. The headband is attached to the sides of the impact cap liner by four (4) flexible retention tabs. The rear ratchet arms shall have three (3) adjustable positions so that the angle of the ratchet may be set to accommodate the nape of the wearer's head. The headband height shall be adjustable at the front of the helmet via a hook and loop system to provide additional comfort to the wearer

The headband shall have a head size range of 5-5/8 to 7-5/8, adjustable in 1/8" increments

COMFORT LINER:

Fire Helmet shall have a removable comfort liner, consisting of a headband cushion and a ratchet pad. Both components made of a foam-core laminate system, comprised of a soft black flame-resistant flannel material against the user's head backed by a soft loop material secured to the headband and ratchet with hook fastener. The comfort liner is machine-washable. It can easily be upgraded to a standard flannel or deluxe leather-lined version.

CHINSTRAP:

The chinstrap shall be constructed of three (3) pieces (or sections) of 3/4" wide, spun-Nomex webbing, which are connected by a high-temperature, durable thermoplastic quick-release buckle on the left side of the helmet, and by an optional cast zinc postman's slide buckle on the right side of the helmet. The middle section shall be a minimum of 20.5" in length and the total length of the chinstrap shall be 33.0" at full extension, end to end. The chinstrap is attached at either end of the impact cap by means of a stainless clip and tuck loop.

EAR/NECK PROTECTION

Fire Helmet should provide ear and neck protection with a 7.25" wide, 18.5" long, full-cut earlap with an expanded opening at the neck, making the ratchet adjustment easily accessible. The double-layer earlap consists of a 4.5 oz. / yd., yellow or black colored Nomex outer layer, and a flame resistant black flannel inner layer. The earlap shall be secured to the impact cap by a system of hooks molded into the helmet's suspension clips.

Department of Fire and EMS is requesting the following Firefighter Personal Protective Equipment or equal.

1. **DUPONT Personal Protective Equipment**
2. **Globe Personal Protective Equipment**
3. **Honeywell Personal Protective Equipment.**

Bid Information:

- A. Bidder shall deliver the equipment within 90 calendar days after the issuance of a Notice To Proceed;
- B. Sealed bids must be marked NMHC IFB 2021-017;
- C. Bids must be submitted to the NMHC Central Office located on Micro Beach Road, Garapan, Saipan, no later than 10:00 a.m. local time on September 14, 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 10:00 a.m. on September 14, 2021;
- D. Mandatory pre-bid conference will be held on August 23, 2021, at 10:00 a.m. via Zoom Teleconference. Bidders will be provided the video teleconferencing link on the NMHC website at www.nmhc.gov.net by clicking on the "Procurement" menu tab. Bidders are requested to submit their intent to participate in the pre-bid conference via email at officemanager@nmhc.gov.net, at

least one (1) day before the conference. Failure to attend the Mandatory Pre-bid conference will be considered a non-responsive bidder;

- E. Any inquiries regarding this bid or the aforementioned specifications may contact Mr. Jacob Muna, Procurement Officer via email at officemanager@nmhcgov.net or via telephone at (670)234-6866/9447.

Bid Submission Requirements:

- A. Bid Proposal Form;
- B. Bid Form;
- C. Non-Collusion Affidavit
- D. Contractors Statement
- E. HUD Small, Minority, Women-Owned Business Concern Representation Form
- F. Itemized Cost of Personal Protective Gear (to include shipping cost if applicable);
- G. Business License with a copy of the company's tax identification number;
- H. DUNS Number;
- I. Company Profile
- J. Addendums (if any)

CONTRACT NO.: NMHC 2021-000

NMHC IFB 2021-017

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 of Personal Protective Equipment

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 Fifty (150) Calendar days***.

V. CONTRACTOR TO PROVIDE EQUIPMENT

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

VI. WARRANTY

N/A

VII. CONTRACT DOCUMENTS

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

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

VIII. CONSIDERATION AND SCOPE OF WORK

Contractor agrees to perform the services described in this contract and the documents attached and incorporated into this contract. The NMHC agrees to pay contractor in the amount not to exceed _____ (\$____.00) in exchange for the purchase of personal protective equipment, 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 Fifty (150) 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 full delivery of the equipment		NMHC will issue payment to the contractor within 30 days after submitting an invoice.

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

XII. SIGNATURE REQUIREMENTS

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

XIII. ADJUSTMENTS OF TIME FOR PERFORMANCE

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

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

XIV. SIGNATURES

1. Expenditure Authority

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

Jesse S. Palacios
Corporate Director
Expenditure Authority

Date:

2. Procurement and Supply

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

Jacob Muna
Procurement Officer

Date

3. NMHC Fiscal Division

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

Account: _____

Amount: _____

Roger A. Dris
Acting-Chief Financial Officer

Date

4. Attorney General:

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

Edward Manibusan
Attorney General

Date

5. NMHC Board of Directors

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)

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

Type of Procurement (Check one only)

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

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

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

I. TAXES, INSURANCE, AND PERMITS

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

II. LITIGATION

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

III. CONTRACT SUBJECT TO FUNDING

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

IV. SATISFACTION OF EXPENDITURE AUTHORITY REQUIRED

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

V. REGULATIONS CONTROLLING

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

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

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

VII. CONTRACT DISPUTES

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

VIII. GRATUITIES

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

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

IX. RIGHT TO AUDIT

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

X. KICKBACKS PROHIBITED

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

XI. CONTINGENT FEES

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

XII. TERMINATION FOR DEFAULT

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

XIII. TERMINATION FOR CONVENIENCE

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

XIV. ASSURANCES

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

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

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

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

END OF DOCUMENT