



**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 2022-004**

**BID SUBMISSION DATE & TIME:** May 03, 2022, 10:00 a.m.

**Purchase of Vehicle for the Emergency Housing Voucher Program**

The bid package will be available on April 01, 2022, at the NMHC website at [www.nmhc.gov.net](http://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.

For any inquiries regarding this bid shall be submitted to Mr. Jacob Muna, Office Manager/Procurement Officer via email at [officemanager@nmhc.gov.net](mailto:officemanager@nmhc.gov.net) or facsimile at (670)234-9021, on or before April 15, 2022.

/s/  
Jesse S. Palacios  
Corporate Director

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

**INVITATION FOR BIDS**

**NOTE TO BIDDER:** Failure to Provide Company Name, Address, Phone & Fax number on this INVITATION FOR BID FORM May result in bid rejection.

Company Name:  
Address:

INVITATION NO.: NMHC IFB 2022-004  
BID MUST BE IN OUR OFFICE BY:

THURSDAY, MAY 03, 2022 AT 10:00 A.M.

Phone No.:  
Fax No.:

**SPECIAL NOTICE TO BIDDER**  
EACH ITEM MUST BE PRICED SEPARATELY FROM OTHERS. THIS REQUEST DOES NOT COMMIT THE NORTHERN MARIANAS HOUSING CORPORATION IN ANYWAY TO PAY ANY COSTS INCURRED IN THE PREPARATION OR THE SUBMISSION OF THIS QUOTATION OR TO PROCURE OR CONTRACT FOR SUPPLIES AND SERVICES.

**ADDRESS ALL CORRESPONDENCE TO:**  
NORTHERN MARIANAS HOUSING CORPORATION  
P.O. BOX 500514  
SAIPAN, MP 96950  
ATTN: JACOB MUNA, OFFICE MANAGER/PROCUREMENT OFFICER  
PHONE NO. 234-9447/6866  
FAX NO. 234-9021

ITEM	SUPPLIES OR SERVICES	QTY	UNIT PRICE	TOTAL AMOUNT
	Purchase of Vehicle	1	\$ _____	\$ _____

**(SEE ATTACHED DETAILED SPECIFICATIONS)**

Sealed bid submittals for this project must be submitted with **one (1) original and three (3) copies** to the Northern Marianas Housing Corporation Central House located in Garapan, Saipan, MP 96950 no later than **10:00 a.m., local time, May 03, 2022** and must be marked **NMHC IFB 2022-004**.

Bids submitted by firms outside of the Commonwealth must be postmarked by the U.S. Postal Service or the official government postal service of a foreign country no later than **May 03, 2022** and the bid documents must be received at the Northern Marianas Housing Corporation Central Office, P.O. Box 500514, Saipan, MP, 96950 by **May 12, 2022**.

Bidders outside of the Commonwealth must notify the Procurement Officer, in writing, of their intent to submit a Notice of Intent For Bid in order to receive this additional seven (7) working days for the receipt of the actual proposal documents. This Notice of Intent For Bid may be any mode of written communication including facsimile to (670) 234-9021 or emailed to [officemanager@nmhcgov.net](mailto:officemanager@nmhcgov.net) but must be received no later than **10:00 a.m., local time, May 02, 2022**.

Bids will be publicly opened and read at the Northern Marianas Housing Corporation Central Office, Garapan, Saipan, MP 96950, at **10:00 a.m., local time, May 13, 2022**. However, if no Notice of Intent For Bid are received from bidders outside the CNMI, bids will be opened at **10:30 a.m., local time, May 02, 2022**.

**THE NORTHERN MARIANAS HOUSING CORPORATION RESERVES THE RIGHT TO REJECT ALL BIDS AND PROPOSALS; IN WHOLE OR IN PART, AND TO WAIVE ANY IMPERFECTION IN A BID IN THE BEST INTEREST OF THE NORTHERN MARIANAS HOUSING CORPORATION.**

For any inquiries regarding this IFB shall be submitted to **Mr. Jacob Muna, Office Manager/Procurement Officer**, via email at [officemanager@nmhcgov.net](mailto:officemanager@nmhcgov.net) or facsimile at (670) 234-9021, on or before April 15, 2022.

**NOTE: FAILURE TO SIGN THIS BID SUBMISSION WILL RESULT IN ITS REJECTION.**

**Print Name and Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

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**NMIAC Section 100-60-725 Gratuities and Kickbacks**

**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 therefor.

**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 100-60-730 Prohibition Against Contingent Fees**

**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 NMHC 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.

**Representation of contractor.** Every person, before being awarded a NMHC contract, shall represent, in writing that such person has not retained anyone in violation of this section. Failure to do constitutes a breach of ethical standards.

VEHICLE SPECIFICATIONS  
(MINIMUM)

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**Method of Procurement:**

The Northern Marianas Housing Corporation (NMHC) is soliciting from automobile companies to purchase one (1) vehicle for the NMHC Central Office. The automobile company shall provide all vehicle specifications.

**Body Type:** Pick-Up Truck/ 4-Door

**Quantity:** One (1)

**Mechanical/Performance:**

Engine Size: 6-cylinder

Transmission: Automatic

**Other Features:**

- Air-Conditioning
- AM/FM/CD/Bluetooth Sound System
- Power Windows
- Keyless Remote Entry
- Anti-Lock Brakes
- Rust Proofing
- All wheel drive
- Vehicle Must be New (2022 or higher)
- Warranty
- Safety Inspection and Registration to be included

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**MUST STATE ALL VEHICLE INFORMATION**

**NOTE TO DEALERS:** TINT MUST NOT HAVE BEEN APPLIED TO VEHICLE WINDOWS/WINDSHIELD.

**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 )  
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 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\_\_\_\_\_.

**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)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> 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.: \_\_\_\_\_

**COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS**  
**VEHICLE PURCHASE**

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**I. PARTIES**

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

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

**II. NOTICE**

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

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

Company Name  
Contact Person  
Address  
Contact Numbers

**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 the performance of the contract.

**IV. GENERAL PURPOSE**

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

1. Purchase of a Vehicle for the Emergency Housing Voucher Program



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

**V. CONTRACTOR TO PROVIDE EQUIPMENT**

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

**VI. WARRANTY**

Warranty Information

**VII. CONTRACT DOCUMENTS**

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

<b>EXHIBIT</b>	<b>NAME OF DOCUMENT</b>
A	Standard Terms and Conditions
B	Vehicle Specifications

**VIII. CONSIDERATION AND SCOPE OF WORK**

Contractor agrees to deliver the goods and all other services described in this contract and the documents attached and incorporated into this contract. The NMHC agrees to pay \_\_\_\_\_ (\$00,000.00) to purchase the vehicle, and services, 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. DELIVERY AND PAYMENT**

The Contractor agrees to deliver the goods to the NMHC within **Thirty (30) calendar days** of the effective date of the Notice to Proceed. The Contractor shall submit within fifteen (15) days of shall deliver the invoice to NMHC for payment. Payment by the NMHC shall be made only upon Contractor's submission of evidence to the Expenditure Authority that the Contractor has delivered the goods and has adhered to all contract terms and specifications. The NMHC shall pay the contractor 100% of the invoice amount within thirty (30) days.

**X. CONTRACT EXTENSION**

The NMHC may extend the term of this contract by written notice to the Contractor ten (10) days before the contract expires. This extension provision maybe exercised more than once, but the total extension of performance will not exceed six (6) months. If the 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. 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 when the Procurement Officer certifies the completion of the contract and a notice to proceed is issued by the NMHC.

**XII. ADJUSTMENTS OF TIME FOR PERFORMANCE**

The Expenditure Authority may grant the Contractor up to thirty (30) additional days to complete the delivery of the goods. 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 up to thirty (30) additional days to complete the payment for the goods. A grant of additional time will only be effective if it is placed in writing and signed by an agent of the Contractor.

**XIII. SIGNATURES**

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 NMHC 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.

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Jacob Muna  
Procurement Officer

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Date

**XIV. END OF CONTRACT DOCUMENT**

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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

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

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**I. TAXES, INSURANCE, AND PERMITS**

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

**II. LITIGATION**

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

**III. CONTRACT SUBJECT TO FUNDING**

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

**IV. SATISFACTION OF EXPENDITURE AUTHORITY REQUIRED**

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

**V. REGULATIONS CONTROLLING**

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

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

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

## **VII. CONTRACT DISPUTES**

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

## **VIII. GRATUITIES**

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

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

## **IX. RIGHT TO AUDIT**

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

## **X. KICKBACKS PROHIBITED**

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

## **XI. CONTINGENT FEES**

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

## **XII. TERMINATION FOR DEFAULT**

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

## **XIII. TERMINATION FOR CONVENIENCE**

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

## **XIV. ASSURANCES**

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

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



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

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

**END OF DOCUMENT**