



## NORTHERN MARIANAS HOUSING CORPORATION

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

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

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

Tels: (670) 234-9447

234-6866

234-7670

Fax: (670) 234-9021

11/03/2022

Mr. Michael F. Dega  
President  
Applied Archaeology  
1108 Auahi St. 1303  
Honolulu, HI 96814  
Tel: (808) 224-6847/Fax: (808) 597-1193  
Email: [mike@scshawaii.com](mailto:mike@scshawaii.com)

RE: Notice to Proceed (NTP)  
Archaeological Services  
Contract No.: NMHC 2022-019

Dear Mr. Dega:

This letter serves as our formal NTP to commence the Archaeological Services for our agency. The contract amount for the Archaeological Services is \$1,800,000.00. This NTP shall be effective November 07, 2022, for a period of one (1) year or until the contract amount is depleted or whichever comes first. The contract is renewable for another year contingent upon availability of funding and satisfactory performance with the same terms and conditions. Enclosed with this letter is your contract stating the terms and conditions of your services.

Enclosed with this letter is Exhibit A explaining the process of the work order for your company. Also, enclosed is your contract documents for your file.

If you have any questions or concerns, please feel free to contact Mr. Jacob Muna at the numbers listed above or you may email him at [officemanager@nmhc.gov.net](mailto:officemanager@nmhc.gov.net).

Sincerely,



Jesse S. Palacios  
Corporate Director



**Tinian Field Office**  
Tel: (670) 433-9213  
Fax: (670) 433-3690

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

**CDBG-DR Office**  
Tel: (670) 233-9447/9448/9449

**Rota Field Office**  
Tel: (670) 532-9410  
Fax: (670) 532-9441

**Exhibit A:**

**Applied Archaeology  
Archaeological Services  
Contract No.: NMHC 2022-019**

**Process:**

1. The NMHC will prepare a work order and submit to the Contractor;
2. The Contractor shall prepare a cost proposal for the work order and submit back to NMHC for approval (cost proposal shall include the project completion timeframe);
3. Upon approval of the proposal, NMHC shall coordinate with Contractor for site visits;
4. NMHC shall provide a list of properties and aerial map for the Contractor;
5. Contractor shall ensure HPO has concurred with the Contractors findings;
6. Payment request shall be submitted upon completion of work per project or work order (all completed services shall be certified complete by NMHC).

## ROUTING SLIP

ROUTE	DEPARTMENT/OFFICE	PRINT	DATE IN	DATE OUT
1.	NMHC PROCUREMENT	Jacobs		9/29/22
2.	CORPORATE DIRECTOR	JP	9/30/22	9/30/22
3.	CHIEF FINANCIAL OFFICER	JDLG	9/30/22	9/30/22
4.	ATTORNEY GENERAL	DePhora	9/30/22	
5.	CHAIRWOMAN NMHC BOARD OF DIRECTORS	monokane	10/04/22	10/06/22
6.	CONTRACTOR	AA	10/06/22	10/06/22
7.	NMHC PROCUREMENT	Jacobs	10/06/22	

## CONTRACT SPECIFICATION

EXPENDITURE AUTHORITY : Jesse S. Palacios, Corporate Director

TYPE OF PROCUREMENT : Competitive Sealed Proposal

VENDOR : Applied Archaeology

PROJECT : Archaeological Services  
NMHC IFB 2022-022

AMOUNT : ADD -0-

TOTAL CONTRACT AMOUNT : NTE: \$1,800,000.00

ACCOUNT NUMBER : DR7.53702

CONTRACT NUMBER : NMHC 2022-019  
Professional Services Contract

*Note: Please contact NMHC Office at (670)234-6866/9447 after the Attorney General signs the contract documents.*

**CONTRACT NO.: NMHC 2022-019**

NMHC RFP 2022-022

Archaeological Services

Contractor: Applied Archaeology

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS  
CONTRACT FOR PURCHASE OF SERVICES

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**I. PARTIES**

This contract is between the NORTHERN MARIANAS HOUSING CORPORATION (NMHC), an autonomous public agency of the Commonwealth of the Northern Mariana Islands and referred to herein as "NMHC", and Applied Archaeology 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  
Email: [jjmuna@nmhc.gov.mp](mailto:jjmuna@nmhc.gov.mp)

Mr. Michael F. Dega  
President  
Applied Archaeology  
1108 Auahi St. 1303  
Honolulu, HI 96814  
Tel: (808)224-6847/Fax: (808)597-1193  
Email: [mike@scshawaii.com](mailto:mike@scshawaii.com)

**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. Archeological Services:

##### **DETAILED SCOPE OF WORK:**

- a) Compliance with 36 CFR Part 800;
- b) Prepares a monitoring plan to the specifications of the scope of work and the guidelines for research designs;
- c) Implement the monitoring plan activities following the approved plan;
- d) Prepare an end of fieldwork letter that provides a general description of the project, work completed, burials recovered, sites and features identified;
- e) Prepare a draft report summarizing the monitoring and data recovery activities within the timeframe prescribed by NMHC;
- f) Conducts surveys or subsurface testing on project sites that may be of particular concern for historic properties and prepares research design for Archaeological Subsurface testing and monitoring;
- g) Coordinate all permitting requirements with HPO for all NMHC CDBG-DR projects;
- h) Assist the NMHC in mitigating any findings from HPO;
- i) Assist the NMHC in compiling public notices in addressing findings from HPO and mitigation plans (if any);
- j) Firm shall have or obtain certification from the Secretary of Interior (SOI) that it has a qualified archaeologist.

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, Tinian and Rota.

The services will be performed for a duration of *one (1) year or until the contract amount is depleted, whichever comes first*.

#### 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 **One Million Eight Hundred Thousand (\$1,800,000.00)** in exchange for Archeological Services. 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 shall commence services upon receipt of a Notice to Proceed by NMHC.

This contract will remain in effect for a period of **one (1) year or until the contract amount is depleted, whichever comes first. NMHC has the option to renew for another year with the same price, terms and conditions, and upon satisfactory performance and availability of funding.** The services shall commence upon receipt of a 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, Tinian, and Rota. The Contractor will invoice NMHC and will be paid according to the following schedule:

DATE THE NMHC RECEIVES INVOICE	INVOICE AMOUNT	PAYMENT DUE DATE
Progressive payments based on actual work done and approved by NMHC.		NMHC will issue payment to the contractor within 30 days after submitting an invoice and following

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

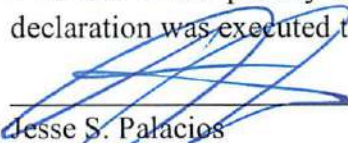
The Expenditure Authority may grant the Contractor up to thirty additional days to complete the delivery of the services required by this contract. A grant of additional time will only be effective if it is placed in writing and signed by the Expenditure Authority.

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

9/30/2022  
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

9/29/22  
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: DR1.53702

Amount: \$1,800,000.00

  
\_\_\_\_\_  
Jeffrey Q. Deleon Guerrero  
Chief Financial Officer

11/30/22  
Date

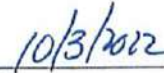


4. Attorney General:

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 – Applied Archaeology :

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



SIGNATURE OF SIGNING AUTHORITY



TITLE



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

10/3/2022

Date

5. NMHC Board of Directors



Merced "Marcie" M. Tomokane  
Chairwoman

10/05/2022

Date

6. Contractor – Applied Archaeology :

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

10/06/22  
\_\_\_\_\_  
Date

**XV. END OF CONTRACT DOCUMENT**

\_\_\_\_\_  
Procurement Information  
(For government purposes only)

Method of Procurement (Check one only)

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

Type of Procurement (Check one only)

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

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

\_\_\_\_\_

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

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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**