



## 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

04/20/23

Mr. Matthew Deets  
General Manager  
Joeten Motor Company, Inc.  
P.O. Box 500680  
Tel: (670)234-5562/5563  
Email: [matt\\_deets@joetenmotors.com](mailto:matt_deets@joetenmotors.com)

RE: Notice to Proceed  
Vehicle Lease of 3-Pick-up Trucks for the  
Community Development Block Grant – Disaster Recovery (CDBG-DR) Program  
Contract No.: NMHC 2023-006 (NMHC IFB 2023-002)

Dear Mr. Deets:

This is our formal "Notice to Proceed" to lease three (3) 2022 or Newer Nissan Frontier PRO4X 4WD 4-Door Crew Pick-Up Trucks for a period of two (2) years with the option to renew for another two (2) years, with the same terms and conditions and contingent on funding availability. The NMHC shall pay the vendor on a monthly basis in the amount of \$1,190.00 for the three (3) trucks for a period of two (2) years not to exceed \$85,680.00.

For payment processing, we are requesting for Joeten Motor Company, Inc. to submit an invoice on a monthly basis for the lease payment of the three (3) trucks.

Should you have any questions or concerns, please do not hesitate to contact Mr. Jacob Muna, Office Manager/Procurement Officer, at the numbers listed above or you may email him at [officemanager@nmhc.gov.net](mailto:officemanager@nmhc.gov.net).

Sincerely,

Christopher B. Pangelinan  
Acting- 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

## ROUTING SLIP

ROUTE	DEPARTMENT/OFFICE	PRINT	DATE IN	DATE OUT
1.	NMHC PROCUREMENT	VJG		4/14/23
2.	CORPORATE DIRECTOR	VJP	4/14/23	4/14/23
3.	CHIEF FINANCIAL OFFICER	VQDLG	4/14/23	4/14/23
4.	ATTORNEY GENERAL			
5.	ACTING CHAIRPERSON NMHC BOARD OF DIRECTORS	V-Hallig-Honey	4/19/23	4/19/23
6.	CONTRACTOR	VMC	4/20/23	4/20/23
7.	NMHC PROCUREMENT	VJG	4/20/23	

## CONTRACT SPECIFICATION

EXPENDITURE AUTHORITY	:	Jesse S. Palacios, Corporate Director
TYPE OF PROCUREMENT	:	Competitive Sealed Bid
VENDOR	:	Joeten Motor Company, Inc.
PROJECT	:	Vehicle Lease of 3-Pick-up Trucks for the CDBG-DR Program

NMHC IFB 2023-002

AMOUNT	:	ADD -0-
TOTAL CONTRACT AMOUNT	:	NTE:\$85,680.00

ACCOUNT NUMBER : DR1.50420

**CONTRACT NUMBER** : NMHC 2023-006  
3-Vehicles: 2 years lease w/option to renew for another 2-years

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

**CONTRACT NO.: NMHC 2023-006**  
**Vehicle Lease of 3 Pick-up Trucks for the CDBG-DR Program**  
**NMHC IFB 2023-002**  
**Lessor: Joeten Motor Company, Inc.**

**COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS**  
**CONTRACT FOR VEHICLE LEASE**

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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 Joeten Motor Company, Inc. is referred to in this contract as the "LESSOR."

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

Matthew Deets, General Manager  
Joeten Motor Company, Inc.  
P.O. Box 500680  
Saipan, MP 96950  
Tel: (670)235-5562

**III. COMMUNICATION**

The Lessor shall maintain communications with NMHC at all stages of the Lessor's work. The Lessor 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 Lessor 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. Lease of three (3) Vehicles

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 islands of Rota and Tinian.

The services will be performed for a duration of *Two (2) Years*.

#### V. LESSOR TO PROVIDE PRODUCT AND SERVICE

The Lessor will provide the following:

- Three (3) 2022 or Newer Nissan Nissan Frontier PRO4X 4WD 4-door Crew Pick Up;
- Complimentary loaner vehicle for scheduled repairs;
- Regular Service & Maintenance (ever 3 months or 3,000 miles);
- Annual Safety Inspection, Registration, Tire Repair or Replacement, and Rust Protection;
- Full Coverage Insurance-Comprehensive & Collision Coverage Under 25 years included.

#### VI. WARRANTY

Lessor shall be responsible for all warranty for the lease vehicles.

#### 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	Bid Documents/Specifications/JMC Bid Submission

#### VIII. CONSIDERATION AND SCOPE OF WORK

Lessor agrees to provide vehicles and 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 **Eighty-Five Thousand Six Hundred Eighty Dollars (\$85,680.00)** in exchange for the lease of three (3) pick-up trucks for two (2) years. 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 Lessor will begin its performance upon receipt of a Notice to Proceed by NMHC.

This contract will remain in effect for a period of **Two (2) Years** after the receipt of the Notice to Proceed. The NMHC may renew the contract for another two (2) years contingent upon funding availability.

## **X. CONTRACT EXTENSION**

NMHC may extend the term of this contract by written notice to the Lessor 30 days before the contract expires. This extension provision may be exercised more than once, but the total extension of performance may not exceed two (2) years. 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 Lessor agrees to begin, and to continue for as long as this contract provides, to issue the vehicles and to perform the services on the island of Saipan. The Lessor will invoice NMHC and will be paid according to the following schedule:

<b>DATE THE NMHC RECEIVES INVOICE</b>	<b>INVOICE AMOUNT</b>	<b>PAYMENT DUE DATE</b>
1 <sup>st</sup> of every month		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 Lessor 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 Lessor's submission of evidence to the Expenditure Authority that the Lessor has delivered the vehicles and the services and has adhered to all contract terms and specifications.
4. If the Lessor 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 Lessor up to thirty (30) additional days to complete the delivery of the services required by this contract. A grant of additional time will only be effective if it is placed in writing and signed by the Expenditure Authority.

The Lessor 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

4/14/23  
\_\_\_\_\_  
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

4/14/23  
\_\_\_\_\_  
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: DR1.50420


Amount: \$85,680.00

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

4/14/2023  
\_\_\_\_\_  
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

4/17/2023  
\_\_\_\_\_  
Date

5. NMHC Board of Directors

  
\_\_\_\_\_  
Vinney Atalig-Hocog  
Acting-Chairperson

4/19/23  
\_\_\_\_\_  
Date

6. Lessor – Joeten Motor Company, Inc.:

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

Matthew Deets  
\_\_\_\_\_  
PRINTED NAME OF SIGNING AUTHORITY  
  
\_\_\_\_\_  
SIGNATURE OF SIGNING AUTHORITY

Vice President/  
General Manager  
\_\_\_\_\_  
TITLE  
4/20/2023  
\_\_\_\_\_  
Date

7. CERTIFICATION OF CONTRACT COMPLETION

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



Jacob Muna  
Procurement Officer

4/20/23  
Date

**XV. 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**



**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 2023-002**

**BID SUBMISSION DATE & TIME:** January 13, 2023, 2:00 p.m.

**Vehicle Lease of 3-Pick-up Trucks for the  
Community Development Block Grant-Disaster Recovery (CDBG-DR) Program**

Bid information and packet is available on December 13, 2022, at the NMHC website at [www.nmhcgov.net](http://www.nmhcgov.net) by clicking on the "Procurement Tab" or at the CDBG-DR website at [www.cnmi-cdbgdr.com](http://www.cnmi-cdbgdr.com).

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

Inquiries regarding this bid 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 December 23, 2022, no later than 10 a.m.

/s/  
Jesse S. Palacios  
Corporate Director

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

Exhibit B

## 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 2023-002**  
BID MUST BE IN OUR OFFICE BY:

**January 13, 2023 AT 2:00 P.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 OFFICE  
PHONE NO. 234-6866/9447  
FAX NO. 234-9021

ITEM	SUPPLIES OR SERVICES	QTY	UNIT PRICE	TOTAL AMOUNT
	LEASE OF THREE VEHICLES	3	\$ _____	\$ _____
(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 **2:00 p.m., local time, January 13, 2023** and must be marked **NMHC IFB 2023-002**.

Bidders located outside of the Commonwealth must notify the Procurement Officer, in writing, of their Notice of Intent to Bid to receive additional seven (7) working days for the receipt of the actual proposal documents. The Notice of Intent to Bid may be submitted in written communication including facsimile to (670) 234-9021 or emailed to [officemanager@nmhc.gov.net](mailto:officemanager@nmhc.gov.net) but must be received no later than **2:00 p.m., local time, January 13, 2023**.

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 January 13, 2023 and the bid documents must be received at the Northern Marianas Housing Corporation Central Office, P.O. Box 500514, Saipan, MP, 96950 by **January 25, 2023**.

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, January 26, 2023**. However, if there is no Notice of Intent to Bid are received from bidders outside the CNMI, bids will be opened at **2:00 p.m., local time, January 13, 2023**.

**THE NORTHERN MARIANAS HOUSING CORPORATION RESERVES THE RIGHT TO REJECT AND 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 December 23, 2023, no later than 10:00 a.m.

**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 an 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)

The Northern Marianas Housing Corporation (NMHC) is soliciting from automobile companies to lease three (3) vehicles for a period of two (2) years with the option to renew for another two (2) years. The automobile company shall provide in their bid the vehicle specifications and leasing terms and conditions.

**Body Type** : Four Door (Crew Cab) Pick-Up Truck  
Seating Capacity- 5

**Fuel Type** : Gas

**Quantity** : Three (3)

## ENGINE /DRIVETRAIN

- V6 engine
- 4 Wheel Drive
- 6-speed automatic transmission
- Switch-operated 2-speed transfer case
- Electronic locking rear differential

## BRAKES

- Front and rear vented disc brakes
- 4-wheel Anti-lock Braking System (ABS)
- Electronic Brake force Distribution (EBD)

## SUSPENSION/STEERING

- Independent double-wishbone front suspension with stabilizer bar
- Overslung multi-leaf rear suspension with solid axle
- off-road shock
- Cruise control
- Rear View Monitor
- Rear Sonar System
- Hill start assist
- Hill descent control
- Vehicle Dynamic Control (VDC) with Traction Control System (TCS)
- Active Brake Limited Slip (ABLS)

## WHEELS/TIRES

- Aluminum-alloy wheels
- All-terrain tires

## CHASSIS

- Full-length, fully boxed ladder frame

## EXTERIOR FEATURES

- Skid plates – oil pan, fuel tank, 4x4 transfer case
- Roof rack with crossbars
- Black step rails
- Front tow hook
- Splash guards
- Dual power outside mirrors
- Rear access doors
- Four full-sized doors
- Sliding rear window



- Tow Hitch Receiver
- Long Bed
- Utili-track® Channel System with four adjustable tie-down cleats
- Factory-applied spray-on bedliner
- Locking tailgate and cargo bed light
- Bed rail caps
- Sliding bed extender
- Vehicle Security System

#### **INTERIOR**

- Air conditioning
- Power door locks
- Power windows with driver's one-touch auto-down
- Variable intermittent windshield wipers
- Front map lights
- Two 12-volt DC power outlets
- Multi-functional trip computer
- Sun visors
- Tilt steering column
- Four cup holders
- Two bottle holders
- Overhead console with sunglasses storage
- Driver's seatback pocket
- 4-way manual driver's seat
- 4-way manual front passenger's seat
- Driver's seat adjustable lumbar support
- Forward-facing rear flip-up seats
- Rear fold-down center armrest
- Color touch-screen display with reverse camera
- Bluetooth® Hands-free Phone System
- AM/FM audio system with four speakers
- AM/FM audio system with six speakers
- Air Bag System with dual-stage supplemental front air bags with seat belt and occupant-classification sensors
- Front-seat Active Head Restraints
- Front seat belts with pretensioners and load limiters
- Zone Body construction with front and rear crumple zones
- Hood buckling creases and energy-absorbing steering column
- Pipe-style steel side-door guard beams
- Tire Pressure Monitoring System (TPMS)

Vehicle Must be 2022 or newer model

Safety Inspection and Registration to be included

Automobile insurance under 25 years old to be included

Routine preventative maintenance, every 3,000 miles or 3 months, whichever comes first to be included.

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#### **Other Bid Requirements:**

1. Bidders shall provide all vehicle specifications;
2. Shall state lease terms

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

# Northern Marianas Housing Corporation (NMHC)

## ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

The NMHC is respectfully requesting information to ensure that any actual or potential Conflicts of Interest (COIs) are properly recorded, reviewed, and addressed in a manner as deemed appropriate by the Northern Marianas Housing Corporation (NMHC). It is our goal to protect the integrity of the procurement process and to ensure that no unfair competitive advantages exist or existed during any stage of the process. The NMHC, in its sole discretion, will take the steps required to neutralize, mitigate, or to perform any other action to resolve any potential or actual conflict of interest if discovered during this discovery phase.

Some examples of COIs in an organization may include, but are not limited to the following:

- Unfair Advantage: Assisting or preparing the organization in crafting written specifications, scopes of work, or statements of qualifications and subsequently responding to the solicitation.
- Potentially biased or impaired objectivity: Assisting the organization with evaluating or assessing the performance of products or services of other potential bidders and also submitting a response to the solicitation.
- Unequal access to information not shared with other potential bidders or respondents: Gaining access or pre-solicitation access to non-public information prior to official release (i.e., budget/funding information, procurement information, proposed evaluation criteria, prior award info obtained from the organization through non-FOIA means, etc.).

I, \_\_\_\_\_ (Bidder/Proposer), on behalf of myself and my company, and my subcontractors, if applicable, certify the following, under penalty of perjury, that to the best of my knowledge and belief:

1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Bidder/Proposer in response to this Solicitation, and
2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Bidder/Proposer and its company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the Northern Marianas Housing Corporation vendor database. It may further result in termination of any contractual relationship with the Northern Marianas Housing Corporation and may be grounds for disciplinary action, up to and including debarment by the NMHC, fines, penalties, imprisonment, or civil suit to be brought against Bidder/Proposer company.
  - a That to my knowledge, no employee or official of the NMHC, nor any public agency or official affected by this Solicitation or the Agreement to be signed if I am the successful Bidder/Proposer, has any pecuniary interest in the business of the Bidder's/Proposer's company or Bidder's/Proposer's subcontractor(s), nor does Bidder's/Proposer's subcontractors have any interest that would conflict in any manner or degree with the performance related to this Solicitation or Agreement.
3. I warrant that I and my subcontractor(s), if any, have not employed or retained any company or person other than a bona fide employee working solely for the Bidder's/Proposer's company or subcontractor(s) in order to solicit or secure an agreement with the Northern Marianas Housing Corporation, as related to this solicitation or any resulting Agreement, and that I and my subcontractor(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Bidder's/Proposer's company or Bidder's/Proposer's subcontractor(s) any fee,

# Northern Marianas Housing Corporation (NMHC)

commission, percentage, gift, or other consideration contingents upon or resulting from the award of any Agreement.

4. I warrant and represent that my offer identifies and explains below any unfair competitive advantage I or my company or subcontractors may have in competing for the Agreement to result from this solicitation and any actual or potential conflicts of interest that may arise from my participation in this solicitation or my receipt of an award. I acknowledge that the NMHC intends by this statement to identify any and all potential conflicts of interest and unfair competitive advantages held by any Bidder/Proposer, to prevent the existence of conflicting roles that might bias a consultant's judgment, and prevent one Bidder/Proposer or company from having an unfair competitive advantage over other Bidder or Proposers. The NMHC, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage exists, after a review of the relevant facts. I acknowledge and understand that if I or my company has an unfair competitive advantage or a conflict of interest; the NMHC may withhold the award of this Agreement. Before withholding an award on these grounds, a Bidder/Proposer will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

5. I have complied with the following:

"No questions (including Compliance Program-related questions) may be directed to or contacts made with the Corporate Director, other members of NMHC, or other NMHC staff not identified in this solicitation as points of contacts during the time that this solicitation is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the contractor and/or consulting firm from further consideration by the Procurement Officer for this solicitation."

6. List any Actual or Potential Conflicts of Interest below or check the box below to certify that none exists. Failure to fully disclose information may result in penalties and/or sanctions as outlined in #2 above. Please check only one box below.

- ☐ No known actual or potential Conflicts of Interest are subject to disclosure.
- ☐ All identified actual or potential Conflicts of Interest and/or Unfair Competitive advantage(s) are stated below and submitted for further review by the Northern Marianas Housing Corporation.

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7. I warrant that should I become aware of an actual or potential conflict of interest involving my company or subcontractors, if any, in performing the services under the Agreement or responding to this Solicitation, I will notify the NMHC immediately. I also warrant that should I become aware of any competitive advantage that my company or subcontractors have in responding to this solicitation or providing services under an agreement related to this solicitation, I will immediately notify the NMHC of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the NMHC of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement for this procurement.
8. By signing this statement, I certify for myself and on behalf of my company and any of my subcontractors that I have and will comply with, and have not, and will not, induce a person to violate 1

# Northern Marianas Housing Corporation (NMHC)

CMC Section 2304 (Ethics Act). I acknowledge and understand that the NMHC may rescind any Agreement and recover all amounts expended as a result of any action taken in violation of this provision.

9. Has anyone in your company been privy to any information regarding the NMHC IFB 2022-006 solicitation prior to August 30, 2022? If so, please explain.

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10. Prior to the solicitation release date on \_\_\_\_\_ has anyone in your company attended any meetings, either internally or externally, where the above-referenced solicitation was discussed either in whole or in part?

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Company Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name/Signature of Authorize  
Official or Owner

\_\_\_\_\_  
Title

# Northern Marianas Housing Corporation (NMHC)

## DEBARMENT CERTIFICATION FORM

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### Certification Regarding Debarment, Suspension and Ineligibility

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1. The respondent certifies, by submission of this IFB/RFP Response, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal or local programs in the Territory or any Federal department or agency.
  2. The respondent will provide immediate written notice to whom this Certification is submitted if at any time the Proposer learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  3. The Respondent shall not knowingly enter any agreement/subcontractor relationship lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this procurement, unless authorized by the department or agency with which this procurement originated.
  4. Where the respondent is unable to certify to any of the statements in this certification, such respondent shall attach an explanation to this RFP Response.
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\_\_\_\_\_  
Company Name & Address

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorize Official or Owner

\_\_\_\_\_  
Date



**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.: \_\_\_\_\_

# 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\_\_\_\_.