

# **ADDENDUM NO. 1**

06/03/2024

## **Marianas High School Career Technical Education Center Construction Project**

**NMHC IFB 2024-006**

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**1. General:** The following revisions, additions, corrections, and/or clarifications to the specifications shall apply to the work affected thereby. Careful note of the Addendum shall be taken into consideration by the bidder/contractor, and all trade affected shall be fully advised of the information contained herein. In the event of conflicts between the drawings, specifications and this Addendum, the content of this Addendum shall govern. All further conflicts in the work resulting from or caused by, the contents of this Addendum must be brought to the attention of the Contracting Officer for resolution. Failure to acknowledge this Addendum in accordance with the instructions, may subject your bid to rejection on the affected item(s)/services(s).

**2. Prebid Meeting Minutes:** Please see Exhibit A

**3. Bid Submission Extension:** Please see Exhibit B

**4. Request for Information (RFI) Submission Extension:**

a) Deadline to Submit RFI is June 21, 2024, no later than 4 p.m.

*(Note: acknowledgement of addendums must be indicated in the bid proposal form.)*

**All other requirements of the Invitation For Bids (IFB) shall remain as stated**



**Jesse S. Palacios**  
**Corporate Director**



**NORTHERN MARIANAS HOUSING CORPORATION**  
Community Development Block Grant – Disaster Recovery (CDBG-DR) Division  
P.O. BOX 500514, Saipan, MP 96950-0514  
Email: [cnmi-cdbg-dr@nmhc.gov.net](mailto:cnmi-cdbg-dr@nmhc.gov.net)  
Website: <http://www.cnmi-cdbgdr.com>

Tels: (670) 233-9447  
233-9448  
233-9449  
233-9450  
Fax: (670) 233-9451

## *Prebid Meeting Minutes*

**Marianas High-School Career Technical Education Center Construction Project**  
**NMHC IFB 2024-006**

**Mandatory Pre-Bid Conference**  
**May 24, 2024, 10:00 a.m.**  
**NMHC Central Office Conference Room, Garapan, Saipan**

**1. Attendance & Sign-In requirements:**

**\*\*Please see attached.**

**2. Introduction: NMHC Key Staff & Implementing Partner:**

**3. Project Information**

**a. Scope of Work:**

**4. Request for Information (RFI)**

- a. ALL Request for Information (RFIs) shall be submitted in writing via email to [officemanager@nmhc.gov.net](mailto:officemanager@nmhc.gov.net) on or before **May 31, 2024, no later than 4:00 p.m.** *Please note:* All **technical questions** will be forwarded to CDBG-DR Project Division & the Implementing Partner. Also depending on the complexity of the IFB, responses to the questions maybe three to five business days.

**5. Bid Specifics:**

- a. Bidding Procedures shall be in compliance with Title 70: Northern Marianas Housing Corporation Subchapter NMIAAC 100-60 **Procurement Regulations.**
- b. Contractors are required to provide **bid security of at least 15% of the bid amount.** Acceptable bid security is the following: bid bond, cash, certified check, cashier's check or other forms acceptable to NMHC. (Bid bond by a certified company recommended).

**6. Time of Completion:**

- a. **Project Duration: 455-Calendar Days**



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

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Fax: (670) 233-9451

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

- b. Failure to complete the work within the time specified, **liquidated damages** will be assessed in the amount of **One Thousand Dollars (\$1,000.00)** for each and every day the work is delayed beyond the established completion date.

## 7. Submission of bids:

- a. Sealed bids must be marked **NMHC IFB 2024-006**. For Bidders within the CNMI, an original, three (3) copies of sealed bids and one (1) USB flash drive must be submitted to the NMHC Central Office, Garapan, Saipan MP 96950, **no later than 2:00 p.m. June 14, 2024**. Bids received after the date and time will not be accepted
- b. Bidders located outside the CNMI may obtain an additional seven (7) working days for receipt of their bids by submitting a **Notice of Intent to Bid**. Notice of Intent Bid must be received by the Procurement Officer no later than **2:00 p.m. local time, June 14, 2024** and must be transmitted via facsimile to (670) 234-9021, or via email to [officemanager@nmhcgov.net](mailto:officemanager@nmhcgov.net).
- c. For bidders outside the CNMI, one (1) original, three (3) copies and one (1) USB Flash Drive sealed bids must be postmarked by the U.S. Postal Services or the official government postal service of a foreign country no later than **June 14, 2024** and must be received at NMHC no later than **June 25, 2024**. Note that failure to submit the required number of copies & flash drive may be cause for rejection of a bid.

## 8. Bid Documents:

- a. All forms in the packet must be filled-out and submitted in the order shown on the instruction to bidders.*

## 9. Unique Entity Identifier (UEI): The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by SAM.gov

- On **April 4, 2022**, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov).
- The General Services Administration (GSA), a federal agency, is required by the Federal Acquisition Regulation (FAR) to compile and maintain a list of parties debarred, suspended, or disqualified by federal agencies.
  - a. As part of this transition, the DUNS Number has been removed from SAM.gov.
  - b. Entity registration, searching, and data entry in SAM.gov now require use of the new Unique Entity ID.
  - c. Contractors, as well as recipients of federal financial assistance, are required to register in the System for **Award Management (SAM)**. This applies to the Community Development Block Grant Disaster Recovery (CDBG-DR) program, which requires that grantees, sub-recipients, subgrantees, contractors, and units of local governments register in SAM.

## 10. Contractors shall abide by the Davis Bacon Act.

- a. Davis-Bacon and HUD-determined maintenance and nonroutine maintenance prevailing wage rate determinations which apply to ALL MANPOWER employed by Contractor and Subcontractor working on CDBG projects as administered by NMHC. These labor standards provisions provide payroll, record keeping, and prevailing wage rate requirements which are monitored throughout the duration of the project.
- b. Employees shall be paid ON A WEEKLY BASIS



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## 11. Section 3 requirements:

- a. Section 3 contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible and consistent with existing Federal, state, and local laws and regulations, directed toward low- and very low-income persons. Section 3 applies to training or employment arising in connection with HUD-funded housing rehabilitation, housing construction, or other public construction projects, and any contracting opportunities arising in connection with both public housing and other Section 3 projects. These opportunities are, to the greatest extent feasible, required to be given to low- and very low-income persons and business concerns that provide economic opportunities to low- or very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.
- b. **For any new jobs, the contractor is advised to hire people whom are Low-moderate income and/or receiving public assistance such as Food Stamp or Public Housing Assistance.**

## 12. Federal Labor Standard Act

- a. Labor Standard Provision for Wage Rate Determination as noted in the Department of Labor General Decision. Bidders are advised that all wage rate for employees performing work, labor and services on this project shall be paid no less than the minimum wage rate of \$7.25 per hour which took effect on September 30, 2018, as established by Federal Law, or the U.S. Department of Labor General Decision No. CM202210002, whichever is greater.

## 13. Minority and or Women's Business Enterprises (MBE?WBE)

The successful bidder will also be required to affirmatively ensure that, in any contract entered into pursuant to CDBG-DR projects, Minority and /or Women's Business enterprises.

## 14. Liability to third persons; Indemnification; Insurances

- a. The Contractor shall be liable for the torts and wrongful acts of its employees and staff members, and shall carry insurance necessary for the protection of its employees and staff members during the life of the Contract, and shall indemnify and hold harmless the NMHC from any and all claims, demands, suits, and causes of action whatsoever involving third parties arising out of or connected with the negligent performance of the Contract.
- b. The Contractor and his subcontractors shall procure and thereafter maintain **workmen's compensation, general liability, builder's risk, and comprehensive automobile liability (bodily damage) insurance**, with respect to performance under the Contract; provided, that the Contractor may, with approval of the Corporate Director, maintain a self-insurance program. All insurance required pursuant to the provisions of this paragraph shall be in such form, in such amounts, and for such periods of time, as the Corporate Director may, from time to time, require or approve, and with insurers approved by the Corporate Director.
- c. **Workmen's Compensation Insurance:** The Contractor's employees engaged in any work under the Contract shall be afforded the same coverage as that which is extended to the employees of the NMHC.
- d. **Comprehensive General Liability Insurance:** Coverage shall have the following minimum amounts: Personal injury, \$100,000.00 each person, and \$300,000.00 each occurrence; Property damage, \$50,000.00 each occurrence, and \$100,000.00 aggregate.
- e. **Builder's Risk (fire and extended coverage):** The Contractor shall carry Builder's Risk (fire and extended coverage) Insurance on all work in place and materials stored at the work site, including foundations and building equipment. The Builder's Risk Insurance shall be for the benefit of the Contractor and the NMHC as their interests may appear





and each shall be named in the policy or policies as an assured. Builder's Risk insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the super structure is started and it need not be carried on landscape work. Policies shall be in effect at all times for the full cash value of all completed construction work, as well as materials in place and stored at the site, whether or not partial payment has been made by the NMHC. The Contractor may terminate this insurance on building(s) taken over for occupancy by the Commonwealth of the Northern Mariana Islands as of the date said building(s) is accepted.

- f. **Comprehensive Automobile Liability Insurance:** Coverage of this insurance for all owned, non-owned and hired vehicles shall have the following minimum amounts: Personal injury, \$100,000.00 each person, and \$300,000.00 each occurrence; Property damage, \$50,000.00.
- g. **The comprehensive general and automobile liability policies shall contain a provision worded as follows:**
  - “The insurance company **waives any right of subrogation** against the NMHC which may arise by reason of any payment under this policy”.
- h. **Prior to commencement of work under the Contract, the Contractor shall furnish to the Corporate Director a certificate or written statement of the above required insurance.** The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the NMHC in such insurance shall not be effective until 30 days after the Corporate Director has received written notice from the insurer, as evidenced by return receipt of registered or certified letter.

## 15. Performance of Work by Contractor

- a. The Contractor shall perform on the site and with his own organization, work equivalent to at least fifty-one percent (51%) of the total amount of work to be performed under the contract. If, during the progress of the work hereunder, the Contractor requests a reduction in such percentage and the Corporate Director determines that it would be to the advantage of the NMHC, the percentage of the work required to be performed by the Contractor may be reduced with the written approval of the Corporate Director.

## 16. Subcontract

- a. Nothing contained in this contract shall be construed as creating any contractual relationship between any subcontractor and the NMHC. The divisions or sections of the specifications are not intended to direct the Contractor in dividing the work among subcontractors, or to limit the work performed by any trade.
- b. Within ten (10) days after award of any subcontract by either the Contractor or any of his subcontractors, the Contractor shall deliver to the Corporate Director a statement setting forth the name and address of the subcontractor and a summary description of the work subcontracted.
- c. The Contractor shall be responsible to the NMHC for acts and omissions of his own employees and of subcontractors and their employees. He shall also be responsible for the coordination of the work of the trades, subcontractors, and suppliers.
- d. The NMHC will not undertake to settle any differences between or among the contractor, subcontractors, and suppliers.
- e. Should the contractor need subcontractor during the life of the project they must notify the Corporate Director – Use the Notification of New-Sub-contractor (Required)

## 17. Breach of Ethical Standard



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a. NMIAC § 100-60-725 (a) 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 purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or any other advisory capacity in any proceeding or application, 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.

b. 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
- NMHC hereby notifies all bidders that it will affirmatively ensure that, in any contracts entered into pursuant to this advertisement, small, minority businesses and women's business enterprises will be afforded equal opportunity to submit bids and will not be discriminated against on grounds of race, color, religion, sex, disabilities or national origin.
- This project is also subject to Section of the Housing and Community Development Act of 1968 which requires the successful bidder to the "maximum extent feasible", take affirmative steps to provide training, contracting and employment opportunities and help ensure that the economic opportunities generated by these HUD funds are provided to local low-income residents in Saipan.
- NMHC reserves the right to reject any and all proposals for any reason and to waive any defects in the bids if determined to be in its best interest. All bids received shall become the Property of the Commonwealth Government.

## 18. Permits

- a. Prime Contractor shall be responsible for obtaining any and all permits required for this project.

**\*\*Prime Contractor is shall be responsible for paying all permitting fees.**

## 19. Performance Bond & Payment Bond

- a. IF awarded the contractor is required to obtain 100% Performance Bond & 100% Payment Bond prior to issuance of a Notice to Proceed by NMHC.

## 20. Warranty

- a. Contractor shall provide warranty pursuant to the specifications on the bid packet.



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**\*\*If no warranty period is identified or specified the contractor shall provide one (1) year warranty after the dated of final acceptance of the project.**

**21. Additional forms during the life of the project**

- a. Certified Payroll Form: Wage & Hour Division -WH347 (Required)
- b. Section 3 Monthly Compliance Report (Required)

**22. Build America Buy America (BABA)**

- a. NMHC was given a waiver

**23. Mandatory On-Site-Inspection**

- a. Mandatory On-Insite Inspection Sign-In Sheet

**\*\*Bidders are to meet at the project site in 15 minutes.**

**24. Adjournment**

- a. Time adjourned: 10:30 a.m.

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Reported by:

  
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Jacob Muna, Office Manager/Procurement Officer



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# NORTHERN MARIANAS HOUSING CORPORATION

P.O. BOX 500514, Saipan, MP 96950-0514  
 Tel: (670)234-6866/9447/7670 Fax: (670)234-9021  
 Email: [nmhc@nmhc.gov.mp](mailto:nmhc@nmhc.gov.mp)  
 Website: <http://www.nmhc.gov.net>

Marianas High School Career Technical Education Center Construction Project  
 NMHC IFB 2024-006  
 10:00 a.m. Pre-Bid Meeting

Name:	Company Name:	Telephone No./ Fax No./ Cellphone No.:	Email Address:
AARON BALBOA	GPPC INC.	285-6294	daronb@gppcinc.com
Donna Cruz	WECCO	670 287 4941	weccoguamusa@gmail.com
DONG CABULAY	HBR HTL. INC.	671 888 67 27	hbrsaipan@yahoo.com
JAYROLD VILLACRUS	RNV CONSTRUCTION	670 285 9618	jayrold@rnvconstruction.com
JOMER CONDINO	USA FANTER CORP.	670 287 0184	jc.usafanter@gmail.com
ROSELLE ABREU	UNITED MGMT. INT.	670 284 0827	rabreu@unitedmgmt.net
JAE NYUN KIM	Be Jo Corp	670 783 6708	ktwings1212@gmail.com
HD JOON, JOO	D. K. K INC	670-285-4620	dkkincconstruction@gmail.com
MARCOS ALVAREZ	ITS CORPORATION	(670) 235-6511	info@itscorporation.net





# NORTHERN MARIANAS HOUSING CORPORATION

P.O. BOX 500514, Saipan, MP 96950-0514  
 Tel: (670)234-6866/9447/7670 Fax: (670)234-9021  
 Email: [nmhc@nmhc.gov.mp](mailto:nmhc@nmhc.gov.mp)  
 Website: <http://www.nmhc.gov.net>

Marianas High School Career Technical Education Center Construction Project  
 NMHC IFB 2024-006  
 10:00 a.m. Pre-Bid Meeting

Name:	Company Name:	Telephone No./ Fax No./ Cellphone No.:	Email Address:
PSS-FDM Team	PSS	322-3716	heather.stole@cnripss.org
PEGS CM TEAM	PEGS, LLC	670-233-7770	dmanglona@pegsmp.com
EDDIE LIM	HBR INT'L INC	670-235-3637	hbrsaipan@yahoo.com
RAQUEL MANAMTAM	GREEN COMMUNITY DEVELOPMENT	670-588-1128	surface solutions, office ragkathmiel@gmail.com
STEVEN VILLANUEVA	KLCPR	670-763-1293	steverussellvillanueva@gmail.com
DOON JOON KIM	Core tech Minnesota	671-486-3747	woonjoon.kim@coretechinc.com
ARVIN RAZON	BLUE EAGLE ENTP. LLC	670-285-0281	blue_eagle_enterprises@yahoo.com
Rynaldo P. Joson Jr.	Blue Eagle Ent. LLC	670-285-7365	blue_eagle_enterprises@yahoo.com
Lani DelGuerrero	GPPC, INC.	670-285-5264	lanid@sppcinc.com

NAME	COMPANY	TEL	EMAIL
MANNY CISNERO	FIDELITY/UXM INTL	670-287-1780	cisneromanny@gmail.com
ELMER OCAMPO	GREEN COMMUNITY DEVT	671-483-5808	emer27cngg@yahoo.com
MARIO RODRIGUEZ	EAGLE CONST.	670-235-8088	maria.luna.javier@gmail.com
TOM DELEON GUERRERO	GHD	670-234-0483	TOM.DELEONGUERRERO@GHD.COM
Korey Tenorio	Sherwin Williams	670-788-7834	ktenorio@sw-cnmi.com
DANTE F GUILLO	EPG HOLDINGS dba PREMIER BUILDERS	670-785-5857	dante_guillo@yahoo.com
GANI OSMAN	Saipan Const.	670-287-9258	LESS LUCKY LESS @ com.
Richard SURYNT	UNITED MANAGEMENT INTERNATIONAL LLC (UMI)	671-777-3710	RSURYNT@UNITED MGMT INT.NET
MARIE JAVIER	EAGLE CONSTRUCTION LLC.	670 785 00 99	maria.luna.javier @gmail.com
FRANKIE RODRIGUEZ	MB TECH	969-2377	Frankie1rod@yahoo.com
Jefferson Lavarias	chugash/Hong Ye	484 6455	jlavarias@hyconst.com





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

Marianas High School Career Technical Education Center Construction Project  
 NMHC IFB 2024-006  
 Mandatory Site Visit

Name:	Company Name:	Telephone No. Fax No. Cellphone No.:	Email Address:
DANTE F GUILLO	EFG HOLDINGS aka PREMIER BUILDERS	785-5897	dante_guillo@yahoo.com
JAYROLD VILLACRISTIS	RNV CONSTRUCTION	670 285-7618	jayrold@rnvconstruction.com
DOUG CABUNAY	HBK INTL. INC.	671 888 6323	hbksaipan@yahoo.com
MANNY GIMENO	FIDELITY/JRM	671-287-1780	gimnomanny@gmail.com
JOO, BO JOOX	D. K. K INC	670-285-4600	dkkincconstruction@gmail.com
Jefferson Lavaris	Chugash/Hong Ye	670 484 6455	jlavaris@hyconstr.com
WON JOON KIM	Core Tech America	81 686 3747	wonjoon.kim@coretechintl.com
Richard SURYANT	UNITED MANAGEMENT INTERNATIONAL LLC UMI	671-777-3710	RSURANT@UNITEDMGMT INT. INC
Rynaldo P. Joson Jr.	Blue Eagle Ent. LLC	670 - 285-7365	blue-eagle-enterprises@yahoo.com



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

## Marianas High School Career Technical Education Center Construction Project NMHC IFB 2024-006 Mandatory Site Visit

Name:	Company Name:	Telephone No./ Fax No./ Cellphone No.:	Email Address:
Raguel Manamtam	GREEN COMMUNITY DEVELOPMENT	670-588 1128	surface solutions.office@gmail.com
J. H. KIM	BE TO CORP	670)234-6708/283 6708	betacorp6708@gmail.com
Renato Abcarquez	GPFC Inc.	670-989-3397	renatoa@gppcinc.com
ROSELLE ABREA	UNITED MANAGEMENT INTERNATIONAL (UMI)	670 284-0827	rabrea@unitedmgmtint.net
JOHNER GADIND	USA FANTER CORP.	670 287 2184	joanfantere@unit.ca
MARCOs ALVAREZ	ITS CORP.	670 235-6511	info@itscorporation.net
ARVEN RABON	BLUE EAGLE ENT. LLC	670-285-0281	blue-eagle-enterprises@yahoo.com
MARIA JAVIER	EAGLE CONST.	670-235-8088	maria.LUNA.JAVIER@gmail.com
FRANKIE RODRIGUEZ	MB TECH	989-2377	Frankie1rod@yahoo.com





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

**Amendment No. 1****INVITATION FOR BIDS (IFB)**

(This ad is paid by NMHC with HUD Funds)

**NMHC IFB 2024-006****MARIANAS HIGH-SCHOOL CAREER TECHNICAL EDUCATION CENTER  
CONSTRUCTION PROJECT**

The Northern Marianas Housing Corporation (NMHC) is soliciting sealed bids for the Marianas High-School Career Technical Education Center Construction Project.

The proposed project activity will be an approximately 42,000 square-foot, reinforced concrete two story building. The new facility will include technical education classrooms include automotive workshop, culinary arts training kitchen, performing arts theatre, mock-up hotel room, various classrooms, flexible spaces, electrical room, telecom room, storage space, office space, designated loading area, restrooms, fire pump room, water tank, exterior walkways, and an exterior enclosure for mechanical equipment.

The site improvements include perimeter sidewalks, training kitchen garden, grading as the building is raised 2' above existing grade, driveway to allow vehicles access to the theatre back of house, and driveway to the automotive workshop.

Site water will be connected through a new connection along Beach Road. The facility's sanitary sewer system will connect to the existing sewer gravity lines within the campus. Power will be routed from Beach Road and to a new pad mounted transformer just west of the building.

The project is funded through the Economic Development Authority (EDA), US Department of Housing and Urban Development (HUD) through the Northern Marianas Housing Corporation (NMHC), and Federal Emergency Management Agency (FEMA) through the CNMI Office of the Governor, Public Assistance Office (PAO). EDA and HUD funding will be utilized for the superstructure and site improvements.

The Project Package will be available beginning **April 30, 2024**, at the NMHC Central Office in Garapan, Saipan, during regular working hours (7:30 a.m. to 4:30 p.m.) Monday thru Friday except CNMI holidays. A non-refundable payment of **One Hundred Dollars (\$100.00)** is required for each set of the project package. Payment must be made payable to NMHC and receipt of payment must be presented when obtaining the project package at the reception counter.

A Mandatory Pre-Bid Conference will be held at the NMHC Central Office in Garapan, Saipan on **May 24, 2024, 10:00 a.m.** In addition, a Mandatory site Visit/Inspection of the project site will be conducted immediately after the Pre-Bid Conference. Failure to attend both the Mandatory Pre-bid conference and the Mandatory site Visit/Inspection will be considered a non-responsive bidder.

Sealed bids must be marked **NMHC IFB 2024-006**. For Bidders within the CNMI, an original, three (3) copies of sealed bids and one (1) USB flash drive must be submitted to the NMHC Central Office, Garapan, Saipan MP 96950, **no later than 2:00 p.m. June 14, 2024 July 05, 2024**. Bids received after the date and



time will not be accepted. Bidders located outside the CNMI may obtain an additional seven (7) working days for receipt of their bids by submitting a **Notice of Intent to Bid**. Notice of Intent to Bid must be received by the Procurement Officer no later than 2:00 p.m. local time, ~~June 14, 2024~~ **July 05, 2024**, and must be transmitted via facsimile to (670) 234-9021, or via email to [officemanager@nmhc.gov.net](mailto:officemanager@nmhc.gov.net). For bidders outside the CNMI, an original, three (3) copies and one (1) USB Flash Drive of sealed bids must be postmarked by the U.S. Postal Services or the official government postal service of a foreign country no later than ~~June 14, 2024~~ **July 05, 2024**, and must be received at NMHC no later than ~~June 25, 2024~~ **July 16, 2024**. Note that failure to submit the required number of copies may be cause for rejection of a bid.

Bids will be publicly opened and read at the NMHC Central Office, Garapan, Saipan at **2:30 p.m.** local ~~June 14, 2024~~ **July 05, 2024**. However, if notice of intent to bid is received from bidders outside the CNMI, bids will be opened at **2:00 p.m.** local time on ~~June 26, 2024~~ **July 17, 2024**.

**Bid Security:** Bids shall be accompanied by a bid guarantee of not less than fifteen percent (15%) of the amount of the bid which maybe a Bid Bond (form enclosed) in cash, by certified check, cashiers' check or other form acceptable to NMHC.

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

Breach of Ethical Standard

#### **NMIAC § 100-60-725 (a) 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 purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or any other advisory capacity in any proceeding or application, 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.

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

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

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

/s/  
Jesse S. Palacios  
Corporate Director

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