



NORTHERN MARIANAS HOUSING CORPORATION

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

Email: nmhc@nmhc.gov.mp

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

REQUEST FOR PROPOSALS (RFP) *(This is ad is paid for NMHC with HUD funds)*

NMHC RFP 2025-001

BID SUBMISSION DATE & TIME: December 18, 10:00 a.m.

“ARCHAEOLOGICAL SERVICES”

The Request for Proposals and Scope of Services will be available on November 18, 2024, at the NMHC website at www.nmhc.gov.net by clicking on the "Procurement Tab" or by visiting the CDBG-DR website at www.cnmi-cdbgdr.com.

Inquiries or clarification regarding this RFP must be submitted in writing or email to Mr. Jacob Muna, Office Manager/Procurement Officer at officemanager@nmhc.gov.net or submitted by facsimile to (670)234-9021 no later than 4:00 PM local time on December 06, 2024.

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

For more information, contact Mr. Jacob Muna, Office Manager/Procurement Officer, at (670)234-6866/9447 or email at officemanager@nmhc.gov.net during regular business hours, 7:30 a.m. - 4:30 p.m. Monday through Friday, except CNMI holidays.

/s/

Jesse S. Palacios
Acting-Corporate Director
Northern Marianas Housing Corporation (NMHC)

/s/

Merced “Marcie” M. Tomokane
Chairwoman
NMHC Board of Directors

Request for Proposals

Archaeological Services

Detailed Requirements and Scope of Work

I. BACKGROUND INFORMATION

The Northern Marianas Housing Corporation (NMHC), located in the Commonwealth of the Northern Mariana Islands, is soliciting sealed proposals from prospective firms with the primary objective of securing Archaeological Services for the NMHC's Community Development Block Grant Disaster Recovery (CDBG-DR) Program Housing and Infrastructure Projects. This RFP package contains the necessary information and guidelines for interested firms to develop and submit proposals.

II. NATURE OF WORK

The primary objective of this RFP is the securing of Archaeological Services for the NMHC's CDBG-DR Program housing and infrastructure projects. The CDBG-DR program has allocated approximately \$123,000,000.00 for housing projects and \$107,000,000.00 for infrastructure projects that sustained damage from Super Typhoon Yutu and Typhoon Mangkhut.

The archaeological services firm shall assist the NMHC in compliance with all regulations in the Protection of Historic Properties as stated in 36 CFR Part 800. The firm shall also assist the NMHC in compliance with the CNMI Historic Preservation Office (HPO).

III. LOCATION OF WORK

The CDBG-DR projects are in varying locations on the islands of Saipan, Tinian, and Rota in the Commonwealth of the Northern Mariana Islands.

IV. 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;
 1. Reports must be acceptable to HPO
- 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 the 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.

V. INFORMATION AND FORMAT REQUIRED IN THE PROPOSAL

All proposals submitted by prospective firms to the Northern Marianas Housing Corporation Central Office must include all items listed below. Incomplete proposals may not be considered.

1. Resumes of individual personnel who will be performing Archaeological Work (to include subcontractors);
2. Firm(s) current workload and availability to commit to NMHC assignments;

3. Provide list of all projects within the last three (3) years for all firm(s) personnel participated in the Archaeological services or roles of the personnel in the projects. Firm shall include the contact person(s) for all projects;
4. Statement in identifying project approach;
5. At least three (3) reference letters from previous project owners in the last three (3) years;
6. Unique Entity Identification (UEI) formerly known as DUNS Number;
7. Enclosed HUD forms.

NMHC reserves the right to request for additional information or documents that it may consider necessary and relevant to assist it in evaluating a proposal.

VI. **GENERAL AND ADMINISTRATIVE INFORMATION**

1. **Posting of Request for Proposals**

Interested parties can download this Request for Proposals from the CDBG-DR or NMHC website by clicking on the Procurement Tab.

2. **General Provision**

Until the selection process is completed, the content of the proposal will be held in strictest confidence and no details of any proposal will be discussed outside the Evaluation Team created by NMHC. This RFP does not constitute an offer and does not obligate the NMHC in any way. NMHC reserves the right to reject any and all proposals for any reason and waive any defect in said proposals, negotiate with any qualified offers, or cancel in part or its entirety this RFP, if it is in the best interest of NMHC.

NMHC will enter a contract with the successful firm pursuant to the terms and conditions of the NMHC Procurement Regulations. Additional terms and conditions will be attached as exhibits to the contract.

3. **Submission Details**

Sealed proposals must be marked "NMHC RFP 2025-001." One original, One electronic copy stored in a flash drive and three (3) copies of sealed proposals must be submitted to the NMHC Central Office, Garapan, Saipan, MP 96950, no later than December 18, 2024, 10:00 a.m. local time. Proposals received after the date and time will not be accepted. Offerors located outside of the CNMI may obtain an additional seven (7) working days for receipt of their proposals by submitting a Notice of Intent to Submit Proposals. Notice of Intent to Submit a Proposal must be received by the Procurement Officer no later than 10:00 a.m., local time, December 18, 2024, and must be transmitted via facsimile to (670)234-9021, or via email to officemanager@nmhcgov.net. For Offerors located outside the CNMI, an original, one electronic copy stored in a flash drive and three (3) copies of sealed proposals must be postmarked by the U.S. Postal Service or the official government postal service of a foreign country no later than **December 18, 2024**, and must be received at NMHC no later than **December 27, 2024**. Failure to submit the required number of copies may result in the rejection of your proposals.

Proposals will be opened at the NMHC Central Office, Garapan, Saipan at 10:00 a.m., local time, **December 30, 2024**. However, if no notice of intent to submit a proposal received from offers outside the CNMI, proposals will be opened at 10:30 a.m., local time on **December 18, 2024**.

4. **Cost of Preparation**

All costs incurred by the firm in preparing a response to this RFP and subsequent inquiries shall be the responsibility of the firm(s). All proposals and accompanying documentation will become the property of NMHC and will not be returned. NMHC reserves the right to reject any or all bids for any reason and to waive any defects in the said proposal, if in its sole opinion, to do so would be in the best interest of NMHC.

5. **Questions**

All inquiries questions or requests for clarification must be submitted in writing to Mr. Jacob Muna, Office Manager/Procurement Officer at officemanager@nmhcgov.net or submitted by facsimile to (670)234-9021, no later than 4:00 PM local time on December 06, 2024.

All correspondences **MUST** contain the RFP # in the letter or email subject.

VII. EVALUATION CRITERIA

NMHC plans to select a firm whose proposals are most advantageous to NMHC considering the evaluation factors set forth below:

- **Qualification of Firm and/or Personnel (30 Points)**
- **Experience in Archaeological Services (30 Points)**
- **Project Approach/Methodology (20 Points)**
- **Organization and Capacity (10 Points)**
- **Response to RFP (10 Points)**

The bidder shall submit their professional rates in a separate sealed envelope.

The successful proposer will be subjected to a responsibility determination review in accordance with NMHC Procurement Regulation §100-60-245.

The NMHC shall award to the highest ranking firm whose proposal is determined to be most advantageous to NMHC taking into consideration price and the evaluation factors set forth in this RFP.

VIII. SUCCESSFUL FIRM(S) NOTIFICATION PROCESS

Upon the selection, the successful firm(s) will be advised to negotiate the contract with NMHC. Should the negotiations fail to result in an agreement, NMHC reserves the right to cancel the negotiations and select the next recommended firm(s), which in NMHC's opinion, is the most qualified proposer. If the contract is not agreed to with any of the proposers, the RFP will be cancelled and re-advertised.

In the event all proposals exceed available funds and/or all proposals received do not meet **all** material respects of the request for proposals (RFP), the official with expenditure authority may authorize the procurement officer to negotiate an adjustment of the proposed price including changes in RFP requirements as may be required.

Cost Analysis: NMHC CDBG-DR grant award contracts and expenditure are subject to federal uniform cost principles, in particular, 2 CFR 200. 324 Contract Cost and Price.

§ 200.324 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

Cost analysis is the review and evaluation of any separate cost elements and profit or fee in an offeror's or contractor's proposal, as needed to determine a fair and reasonable price or to determine cost realism, and the application of judgment to determine how well the proposed costs represent what the cost of the contract should be, assuming reasonable economy and efficiency.

The major categories of costs include both direct costs (direct labor, equipment, supplies, travel and per diem, subcontractors and other direct costs) and indirect costs (overhead, general and administrative expenses and profit). In the process of analyzing costs, profit should be analyzed separately, based on complexity of the work, risk to the contractor, investment required, amount of subcontracting involved, and typical profit in the industry.

NMHC may use various cost analysis techniques and procedures to ensure a fair and reasonable price, given the circumstances of the acquisition. Such techniques and procedures include, but not necessarily limited, to the following:

Verification of cost data or pricing data and evaluation of cost elements, including –

- 1) The necessity for, and reasonableness of, proposed costs, including allowances for contingencies;
- 2) General agreement on scope of work elements and performance schedule during a scoping meeting with the selected firm. The detailed scope of work and fee proposal shall at least contain the following:
 - the professional classification of personnel working on the job,
 - the hourly rate charged for each professional classification
 - estimated number of hours worked by each professional classification
 - Detailed scope of work items along with the estimated hours for each professional classification and their associated costs, and
 - the total estimated cost
- 3) Projection of the offeror's cost trends, on the basis of current and historical cost or pricing data;
- 4) Reasonableness of estimates generated by cost-estimating relationships; and
- 5) The application of audited or negotiated indirect cost rates, labor rates, and cost of money or other factors.
- 6) Negotiating profit as a separate element of cost

The selected firm shall complete the Cost Detail Sheet and submit along with their detailed scope of work and fee proposal. The above scope of work and fee must be submitted in a format that contain sufficient detail to allow for a reliable analysis to be performed to determine whether the costs are reasonable. Note that this would be the format a firm normally utilizes for presenting and negotiating a scope of work and fee proposal for A&E design and CA services and is in addition to completing the Cost Detail Sheet.

Cost Detail Sheet

Name of Consultant		Date of Proposal	
Street Address		NMHC RFQ Number	
City, State, Zip		Total Price \$	
A. Direct Labor (specify personnel by name) Attach a copy of the scope of services identified in the contract. Each task identified in the scope of services should be assigned an estimated amount of time for completion. The total amount of time identified on the scope of services should correspond to the estimate in this section.			
Personnel Name	Est. No. of Days	Daily Rate	Est. Cost
1.			
2.			
3.			
4.			
5. Total Direct Labor			
	<u>Rate</u>	<u>Base</u>	<u>Est. Cost</u>
B. Overhead/Indirect Costs			
C. Other Direct Costs			
Transportation	Est. # of site visits	Rate	Est. Cost
Per Diem	Est. No. of Days	Daily Rate	Est. Cost
Reproduction	Est. No. of Pages	Page Rate	Est. Cost
Other (specify)			\$
1.			\$
2.			\$
3.			\$
4.			\$
5. Total Other Direct Costs			\$
D. Subcontracts			
Name of Subcontractor(s)	Est. No. of Days	Daily Rate	Est. Cost
1.			
2.			
3. Total Subcontractor Costs			
Total Estimated Costs (Line A5+B+C5+D3)			\$
Profit			\$
TOTAL PRICE			\$

[NOTE: Use of alternate forms requires prior written approval by NMHC]

INSURANCE

These requirements apply to contracts where the Consultant provides designated professional services to the Northern Marianas Housing Corporation; i.e. appraisers, architects, equipment maintenance, messengers, construction managers, etc.

A. Indemnity.

Consultant shall protect, defend, and hold the Owner, its Directors, officers, Agents, and Employees, harmless from any and all liabilities, losses, claims, judgments, fines or demands, including reasonable attorney's fees, arising out of any act or omission of the Consultant, its Directors, Officers, Agents, Employees, Licensees, or Invitees arising out of its activities under this Agreement, except for liabilities, losses, claims, judgments, fines or demands resulting from the sole negligence of the Owner.

B. Insurance.

Consultant shall procure and maintain the following insurance coverages during the entire term of this Agreement.

1. Automobile Liability.

Commercial Automobile Liability insurance for all owned and non-owned vehicles used in connection with the Consultant's business activities on the Owner's property in an amount not less than \$1,000,000.00 combined single limit of liability. Deductibles if any, shall be approved by the Owner. The Northern Marianas Housing Corporation, its Directors, Officers, Agents, and Employees shall be named as additional insureds.

2. General Liability.

If a premises lease is a part of the contract, Commercial General Liability insurance including coverage for bodily injury and property damage, personal injury, and contractual liability. The limits of liability shall be not less than \$1,000,000 combined single limit of liability per accident and \$2,000,000.00 annual aggregate. Deductibles, if any, shall be approved by the Owner. The Northern Marianas Housing Corporation, its Directors, Officers, Agents, and Employees shall be named as additional insureds.

3. Professional Liability.

Professional Liability insurance in an amount not less than \$1,000,000.00 combined single limit of liability per incident. Deductibles, if any, shall be approved by the Owner. Coverage shall be extended for three years following issuance of Notice of Completion. The policy shall contain an endorsement stating it provided coverage exclusively for the stated project. The Northern Marianas Housing Corporation, its Directors, Officers, Agents, and Employees shall be named as additional insureds as respects any claims arising out of the Project.

4. Property.

Consultant shall be fully responsible for its own furniture, fixtures, machinery, tools and equipment, and other personal property of all kinds used for the project including any temporary structures required or used by the Consultant, whether owned, leased, rented, or borrowed for use on the Project. All Property insurance policies carried by the Consultant in accordance with these requirements shall contain a waiver of subrogation clause in favor of the Owner.

5. Workers' Compensation.

Statutory Workers' Compensation and Employers' Liability insurance.

Northern Marianas Housing Corporation (NMHC)

NON-COLLUSION AFFIDAVIT

Project: _____
Commonwealth of the Northern Mariana Islands

NORTHERN MARIANAS HOUSING CORPORATION)
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS) ss

SAIPAN, MARIANA ISLANDS

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

That he/she is _____ (A partner or officer in the firm of, etc.) of the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiance or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure advantage against the Northern Marianas Housing Corporation (NMHC) or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of

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

Seal of Notary Public

My commission expires on _____ 20 _____.

Northern Marianas Housing Corporation (NMHC)

SMALL MINORITY WOMEN-OWNED BUSINESS CONCERN REPRESENTATION

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

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

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

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

(Check the block applicable to you)

Black Americans

Asian Pacific Americans

Hispanic Americans

Asian Indian Americans

Native Americans

Hasidic Jewish Americans

Bidder's/Proposer's Signature

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

Signature

Title

Print or Type Name

Date

(Company Name and Mailing Address)

Email Address: _____ Telephone: _____ Fax no.: _____

Northern Marianas Housing Corporation (NMHC)

EQUAL EMPLOYMENT OPPORTUNITY

Project Name: _____

The bidder represents the he [] has, [] has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925,11114, or the Secretary of Labor; that he [] has, [] has not, filed all required compliance reports, and those representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontractor awards.

CERTIFICATION BY BIDDER

Company Name & Address

Email

Signature of Authorized Representative of Contractor/Sub-contractor

Title

Print or Type Name

Date

(The above representation need not be submitted in connection with contracts or subcontracts that are exempt from the clause).

Northern Marianas Housing Corporation (NMHC)

NOTICE: Must be completed and submitted WITH the bid or proposal

FORM OF STATEMENT OF BIDDER'S QUALIFICATIONS

GENERAL

The following information and completed forms are required by the Northern Marianas Housing Corporation (NMHC) and failure to provide the data in this section, will subject bidder/proposer to disqualification.

1.1 DESCRIPTION

- A. Information submitted will be used by the NMHC to determine the competency and ability of the Contractor to perform the scheduled work in a manner deemed satisfactory to the Owner. The NMHC decision shall be final.
- B. The Contractor shall certify, by attaching his signature, that all information contained herein is complete and all statements and answers are accurate and true. Providing misinformation, incomplete information, inaccurate information, or failure to certify the information, will subject bidder to disqualification.

All questions must be answered. The data given must be clear and comprehensive.

- 1. Name of Bidder : _____
- 2. Business Physical Address : _____
- 3. Business Mailing Address : _____
- 4. Business Phone & Fax No. : _____
- 5. Primary Contact Name : _____
- 6. Secondary Contact Name : _____
- 7. Primary Contact Email : _____
- 8. Secondary Contact Email : _____
- 9. When Organized : _____
- 10. Bidder is a (an) : _____

(Sole Proprietor - Partnership - Corporation - LLC)

❖ **Note: Business Contact Person to respond authoritatively to any questions about this statement:**

The full name and addresses of all persons interested in this proposal as partners and/or principal(s) are: If business is carried out in any other name(s) than that of the principal(s) or partner(s), also state such name(s) and address(es).

Northern Marianas Housing Corporation (NMHC)

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SOLE PROPRIETOR

Social Security No., if Sole Proprietor: _____

Tax I.D. No.: _____

- Have you (as a Sole Proprietor), your business or anyone on the proposed team proposing on this project, ever been debarred or suspended? Yes No
- Are You (as a Sole Proprietor) your business or anyone on the proposed team proposing involved in any litigation with any agency/firm or NMHC? Yes No

[On a separate sheet or letter, please provide an explanation for any/ "Yes" responses].

CORPORATION

Corporation is incorporated in the State of : _____

President is : _____

Treasurer is : _____

Place of Business : _____

Tax I.D. No. : _____

Unique Entity Identification (UEI)

& CAGE No. (provide documentation) : _____

[On a separate sheet or letter, please provide an explanation for any/ "Yes" response]

11. How many years have you been engaged in the contracting business under your present firm or trading name? _____

12. Have you ever refused to sign a contract at your original bid? **Yes** **No**

13. Have you ever defaulted on a contract? **Yes** **No**

14. 8. Is the company currently involved in bankruptcy or similar proceedings? **Yes** **No** If yes, explain on a separate paper.

Northern Marianas Housing Corporation (NMHC)

NOTICE: Must be completed and submitted WITH the bid or proposal

15. criminal indictment during the past five (5) years? **Yes** **No** If yes, if yes, summarize the matter and its disposition.
16. During the past five (5) years, has company been the subject of an investigation or proceedings before the city, state or federal Departments of Labor for any alleged violation of any wage or labor law? **Yes** **No** **If yes**, if yes, summarize each such instance and its disposition.
17. Has any director, officer, owner or managerial employee been convicted or the subject of
18. Provide a brief summary of the company profile & names of its Officer/members with title an attached. (If incorporated)
19. Provide a list of current & past projects with client names, start date and, completion date.
20. Provide a list of total number of employees (use current employee listing form) and a total number of licensed professionals with company's organizational chart.
21. Provide a clear copy the Business license
22. Describe company's system of monitoring and oversight to ensure maintenance of complete and accurate work, payroll and invoicing records.
23. Attach company's most current certified financial statement or, if a certified statement has not been issued within the past 12 months, the company's latest internal financial statement (please provide in a sealed envelope).

The undersigned hereby CERTIFY that the information stated above is true and correct. And authorizes any requests to furnish any information requested by **Northern Marianas Housing Corporation (NMHC) Corporate Director or his designee**, in verification of the recitals comprising this Statement of Bidder's Qualifications.

Name of Authorized Official or Owner

Title

Signature of Authorized Official or Owner

Date

Email Address

Contact No.

Northern Marianas Housing Corporation (NMHC)

NOTICE: Must be completed and submitted WITH the bid or proposal

❖ *Business Contact Person to respond authoritatively to any questions about this statement:*

Name of authorized Contact Representative

Contact No.

-
- Failure to fully disclose this information automatically deem the Bidder/Offeror/Respondent non-responsive. All "Yes" responses are subject to further review by the NMHC and may result in your bids/response being deemed non-responsive or bidder/Offeror deemed non-responsible.

This Space is Left Blank Intentionally

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 it's 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.

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 _____ solicitation prior to _____? If so, please explain.

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?

Company Name: _____

Print Name/Signature of Authorize
Official or Owner

Title

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

Seal of Notary Public

My Commission expires _____ 20_____.

Northern Marianas Housing Corporation (NMHC)

DEBARMENT CERTIFICATION FORM

Certification Regarding Debarment, Suspension and Ineligibility

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 IFB/RFP Response.
-

Company Name & Address

Email Address

Type or Print Name

Title

Signature of Authorize Official or Owner

Date

Cost Detail Sheet

Name of Consultant		Date of Proposal	
Street Address		Federal ID Number	
City, State, Zip		Total Price \$	
A. <u>Direct Labor</u> (specify personnel by name) Attach a copy of the scope of services identified in the contract. Each task identified in the scope of services should be assigned an estimated amount of time for completion. The total amount of time identified on the scope of services should correspond to the estimate in this section.			
Personnel Name	Est. No. of Days	Daily Rate	Est. Cost
1.			
2.			
3.			
4.			
5. Total Direct Labor			
		<u>Rate</u>	<u>Base</u>
B. <u>Overhead/Indirect Costs</u>			<u>Est. Cost</u>
C. <u>Other Direct Costs</u>			
Transportation	Est. # of site visits	Rate	Est. Cost
Per Diem	Est. No. of Days	Daily Rate	Est. Cost
Reproduction	Est. No. of Pages	Page Rate	Est. Cost
Other (specify)			\$
1.			\$
2.			\$
3.			\$
4.			\$
5. Total Other Direct Costs			\$
D. <u>Subcontracts</u>			
Name of Subcontractor(s)	Est. No. of Days	Daily Rate	Est. Cost
1.			
2.			
3. Total Subcontractor Costs			
Total Estimated Costs (Line A5+B+C5+D3)			\$
Profit			\$
TOTAL PRICE			\$