

**INVITATION TO BID
ITB 2022-LRC-01**

**VEHICLE PURCHASE FOR THE
COMMONWEALTH LAW REVISION COMMISSION
JCT BUILDING UNIT 6
SATTO ROAD, SUSUPE
SAIPAN, NORTHERN MARIANA ISLANDS
P.O. BOX 502179, SAIPAN MP 96950
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INVITATION TO BID

SECTION I. INTRODUCTION.

The Commonwealth Law Revision Commission (“LRC”) is accepting sealed bids for a and delivery of one (1) Midsize Sports Utility Vehicle.

This solicitation is made pursuant to NMI Judiciary Rules of Procurement Rule 12 and Rule 18.

SECTION II. INSTRUCTIONS.

Bid Package: A copy of the Invitation for Bid Package is available on the [Law Revision Commission](#) website or CNMI Government’s new Vendor portal, Vendor Self Service (“VSS”), at <https://selfservice.dof.gov.mp/vss/default.aspx>. You must register on the VSS to participate in this ITB. For registration instructions, please follow the link: <https://www.finance.gov.mp/division-forms/oit/cnmi-vss-registration-instructions.pdf>.

1) Receipt and Bid Opening.

A. Sealed Bids within the CNMI. Sealed bids must be submitted via the VSS portal no later than 10:00 a.m., Chamorro Standard Time, on Friday, August 12, 2022.

B. Bid Openings. Bids will be publicly opened and read at **10:00 a.m., Chamorro Standard Time, on Monday, August 29, 2022**, via Microsoft Office Teams using the following link: [“Click here to join the meeting”](#)

2) Pre-bid Conference. A pre-bid meeting will be held on Tuesday, August 16, 2022, at 9:00 a.m., Chamorro Standard Time, at the JCT Building Unit 6 Satto Susupe, Saipan. Any questions or inquiries shall be directed to the Website Office Manager via email to cnmilaw@nmijudiciary.com. All questions pertaining to the technical specifications shall be in writing and shall be submitted no later than Monday, August 15, 2022, at 5:00 p.m CHST. Untimely questions will not be entertained.

SECTION III. REQUIREMENTS.

A. Scope of Work. The chosen bidder shall provide the following goods/services:

1. **Description.** The table below describes the required vehicle. All required features and accessories must be provided by the vehicle’s manufacturer either as a standard or optional feature. No aftermarket provided features or accessories will be accepted.

Required Specification/Feature/Accessory		
1.	Quantity	1
2.	Engine	4 Cylinder Engine
3.	Transmission	Automatic
4	Fuel Type	Unleaded gasoline
5	Number of Doors	4
6	Seating capacity	5
7	Wheels	Alloy wheels
8	Safety Features	<ul style="list-style-type: none"> i. Rear view camera ii. Blind spot monitoring system (alerts driver of presence of another vehicle in blind spot). iii. Collision mitigation system (system designed to help detect objects in front of a moving vehicle with the ability to automatically apply the brakes) iv. Lane/road departure warning system (system designed to alert the driver when it detects the vehicle crosses its lane without signaling).
9	Keys	Remote, keyless entry
10	Air-conditioning	Equipped with air-conditioning
11	Windows	Power windows
12	Audio	Bluetooth, AM and FM radio
13	Exterior Color	White
14	Warranty	Three years or 36,000-mile manufacturer warranty
15	Other	<ul style="list-style-type: none"> i. All sets of original keys ii. Operator manuals iii. Any and all other manufacturer included accessories, features for the year, make, model, and trim of offered vehicle.

2. **Time, Place, and Method of Delivery or Performance.** The bidder awarded a contract (“Contractor”) shall complete the contract no later than 60 calendar days from receipt of notice to proceed.

3. **Warranty.** The vehicle and all required accessories shall be free from defects in materials and workmanship and shall be equipped with manufacturer/factory warranties. The Contractor shall be responsible for servicing all warranty claims and shall bear any and all expenses in servicing warranty claims.
4. **Odometer Reading.** The vehicle shall have no less than one hundred (100) miles in its odometer reading at time of delivery. Vehicles delivered that exceed the said maximum odometer reading will be rejected and time will continue to be assessed against the contractor.
5. **Delivery Terms and Point of Contact.** The vehicle shall be delivered, Free on Board (“F.O.B.”) Destination, to the JCT Building Unit 6, Satto Street, Beach Road, Susupe, Saipan, MP 96950. The Contractor shall coordinate delivery with the Website Office Manager, three calendar days prior to delivery.
6. **Acceptance of Vehicle.** The vehicle delivered must conform to all required specifications as indicated in the table included in this ITB. A vehicle delivered that does not conform to the specifications will be rejected and time will continue to be assessed against the Contractor.
7. **Invoicing.** Upon delivery and vehicle acceptance, the Contractor shall deliver the invoice. The Contractor will be paid within five (5) days after the Law Revision Commission acceptance and receipt of an invoice.
8. **Award.** An award will be made to the lowest responsive bid by a responsible bidder whose bid fully meets the requirements of the invitation for bids.
9. **Submission of Manufacturer Specifications/Brochure, Pictures.** Bidders shall submit, with their bids, manufacturer provided specifications and color pictures/color brochures for the vehicle indicated on the signed bid form.

B. Bid Submission Documents. Bidders must include in their bid submission the following:

1. Documents. The following must be included in the bid submission.

- a. Copy of a valid business license.
- b. Documents to show vehicle specifications and any other documents to demonstrate meeting the requirements of this invitation for bids
- c. Information on Warranty.

2. Forms. The following forms must be included in the bid submission.

- a.** Bid Form.
- b.** Certification of Prohibition Against Gratuities, Kickbacks, and Contingent Fees must be completed, signed, and included in the bid submission.
- c.** Vendor Registration Form.

SECTION IV. NOTICE

- A.** Confidentiality. Until award of a contract is made, the content of any bids submitted by the bidder shall be held in strictest confidence.
- B.** Costs. All costs incurred by the bidder to prepare a response to this invitation for bids and subsequent inquiries shall be borne by the bidder.
- C.** Addenda: Any changes or clarifications to the scope of work or project details will be made via addenda and emailed to all registered, potential bidders.
- D.** Error in Bids. Each bidder must carefully examine their bid prior to submission. Each bidder must comply with the requirements contained in the invitation for bids. Failure to do so is at the bidder's risk. Deviation from the requirements may result in rejection of the bid.
- E.** Right to Reject or Waive. The Law Revision Commission reserves the right to reject any or all bid, or portions thereof. A bid may be rejected for any of the following reasons:
 1. Failure to conform to essential requirements of the invitation for bids such as specifications or time of delivery;
 2. Imposition of conditions or restrictions in the bid which modify requirements of the invitation or limit the bidder's liability to the Law Revision Commission. For example, bids shall be rejected in which the bidder:
 - a. protects against future changes in conditions, such as increased costs;
 - b. fails to state a price and indicates that price shall be the price in effect at the time of delivery;
 - c. states a price but qualifies it as subject to price in effect at time of delivery; or
 - d. limits the rights of the Law Revision Commission.
 3. Unreasonableness as to price;
 4. A bid from a non-responsible bidder; or
 5. Failure to execute the contract or furnished the required bonds.

Property of the Law Revision Commission. All bids received shall become the property of the Law Revision Commission and will not be returned to the proposer.

SECTION V. AWARD. Award of the contract will be made by written notice to the lowest responsive bid by a responsible bidder whose bid fully meets the requirements of the invitation for bids and is in compliance with the NMI Judiciary Rules of Procurement.

In the event all bids exceed available funds and the bid of the lowest responsive and responsible bidder exceeds available funds by five percent or less, and time or economic considerations preclude re-solicitation of work of a reduced scope, the Website Office Manager may negotiate an adjustment of the bid price including changes in bid requirements, with the lowest responsive and responsible bidder in order to bring the bid price within the amount of available funds. The negotiation shall be documented in writing and attached to the bidding documents.

SECTION VI. STATUTORY AND REGULATORY REQUIREMENTS.

The Contractor and subcontractors employed in the completion of the project shall comply with all applicable Federal, State, and CNMI Laws.

1. The Contractor must also comply with and sign the attached form for Judiciary Rules of Procurement Rules 69 and 70:

Rule 69. Gratuities and Kickbacks.

- (a) **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 dispute or other particular matter, pertaining to any program requirement, or a contract or subcontract, or to any solicitation or proposal therefore.
- (b) **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 subcontract or order.

Rule 70. Prohibition Against Contingent Fees.

- (a) **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 a Law Revision Commission contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

- (b) **Representation of Contractor.** Every person, before being awarded a Law Revision Commission contract, shall represent, in writing, that such person has not retained anyone in violation of Rule 70(a). Failure to do so constitutes a breach of ethical standard.

BID FORM

INSTRUCTIONS: Print the bid price both in words and numerals on the appropriate lines below. A person authorized to bind the business entity submitting this bid must sign and date this form. Print the name and title of person signing this form. The bidder’s business address must also be printed on the appropriate line below.

NOTICE: FAILURE TO COMPLETE AND SIGN THIS BID FORM WILL RESULT IN ITS REJECTION. THIS BID MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE SCHEDULED TIME FOR BID OPENING.

Description of Supplies or Services:

Project Name: Vehicle Purchase
Project Number: ITB-2022-LRC-01
Project Location: Saipan, CNMI
Owner: CNMI Law Revision Commission

The undersigned bidder, having examined all pertinent documents relating to ITB-2022-LRC-01, including, but not limited to, vehicle specifications from <https://selfservice.dof.gov.mp/vss/default.aspx>, understands and agrees to all of its terms and conditions, and offers to provide everything necessary and incidental, but not limited to, transportation and storage, for the following total lump price*:

PRICE IN WORDS

\$ _____
Price in Numerals

Upon notification that a contract is ready for signing, the bidder agrees to enter and sign the contract within two (2) business day thereafter. After the contract bears all required signatures, the bidder will be notified that it is fully executed and ready for retrieval. When a written “Notice to Proceed” is issued, the bidder agrees to fully complete the project within 30 calendar days thereafter and as stipulated in the Contract Documents.

*All prices are to be based on physical inspection, measurement, and evaluation by the bidder. The Law Revision Commission reserves the right to not award a contract based on availability of funds or in the best interest of the Law Revision Commission. The Law Revision Commission reserves the right to reject any and all bids and proposals, in whole or in part and to waive any imperfections in the best interest of the Law Revision Commission.

Signature: _____

Date: _____

Print Name: _____

Title: _____

Business Name and Address: _____

Certification on Prohibition of Gratuities, Kickbacks, and Contingent Fees

The NMI Judiciary Rules of Procurement prohibit gratuities, kickbacks, and contingent fees. All Contractors shall certify [under oath] that they have not in any way been involved in any gratuities, kickbacks, or contingent fees in connection with their selection or ultimate performance of this contract.

Rule 69. Gratuities and Kickbacks.

- (a) 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 dispute or other particular matter, pertaining to any program requirement, or a contractor or subcontract, or to any solicitation or proposal therefor.
- (b) 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.

Rule 70. Prohibition Against Contingent Fees.

- (a) 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 a Judiciary contract upon an agreement or understanding for a commission, percentage, brokerage, or

contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

I (name) _____, a representative of (company) _____ have read and understood the prohibition on gratuities, kickbacks, and contingent fees as set forth in NMI Judiciary Rules of Procurement Rule 69 and Rule70 above. I attest that I have not retained anyone in violation of these rules. I further agree to comply with the requirements set forth in Rules 69 and 70 and understand that failure to do so may result in rejection of the proposal submission or termination of award of contract.

Name and Signature

Date