

Requests For Quotations

Emergency Procurement for the Provision of Services for Super Typhoon Sinlaku Restoration to CUC's Electrical Transmission and Distribution Systems

CUC-RFQ-STS-PWR-SPN-26-103

SCOPE OF WORK

Commonwealth of the Northern Mariana Islands
Saipan, Mariana Islands 96950



MAY 2026

Commonwealth Utilities Corporation Overview

The Commonwealth Utilities Corporation (CUC) is a government-owned public utility responsible for providing electric power, water, and wastewater services across the Commonwealth of the Northern Mariana Islands (CNMI), a U.S. territory in the western Pacific. CUC serves the islands of Saipan, Tinian, and Rota.

CUC is the sole provider of electric service throughout its service territory and operates generation, transmission, and distribution infrastructure in remote and logistically challenging island environments.

Super Typhoon Sinlaku struck the Commonwealth of the Northern Mariana Islands on April 14, 2026, as a powerful storm, causing widespread and severe damage to Commonwealth Utilities Corporation (CUC) infrastructure across Saipan, Tinian, and Rota. CUC's electric system sustained extensive physical damage, including hundreds of downed utility poles, widespread conductor damage, and damaged substations and generation facilities.

In response to Super Typhoon Sinlaku, CUC is requesting proposals from qualified contractors to provide electric system resources, including equipment, manpower and materials to the island of Saipan.

Scope of Work

The Commonwealth Utilities Corporation (CUC) is seeking qualified contractors capable of rapidly mobilizing to the island of Saipan to support emergency electric system restoration efforts.

Contractors shall provide all necessary labor, equipment, and materials required to assess, repair, and restore transmission and distribution infrastructure impacted by storm damage. Work may include, but is not limited to, damage assessment, debris removal, pole replacement, conductor installation, and system reconstruction.

A list of required equipment and tools are listed in APPENDIX 1 and APPENDIX 3.

Successful contractors must demonstrate experience in storm restoration operations and executing rapid mobilization in remote or resource-constrained environments in its proposal.

All work shall be performed in accordance with applicable safety standards, with strict adherence to safe operating procedures and industry's best practices throughout all restoration activities.

Super Typhoon Sinlaku Restoration

The purpose of this Emergency Restoration Plan is to provide a clear overview of our approach to fully restoring electric service following Super Typhoon Sinlaku. This plan reflects our current strategy and priorities based on current restoration complete and may be adjusted as field conditions change and additional assessments are completed.

Our restoration efforts are being carried out in the following sequence:

1. Repair and energize primary distribution feeders throughout the system to restore service to critical infrastructure and large customer areas. This is nearly 90% complete and we are waiting for additional poles before the remaining 10% can be completed.
2. Repair and energize lateral feeders, followed by the restoration of remaining residential, commercial and government services. This will be the majority of the work needed to complete for restoration.
3. Work schedules and assignments would generally be provided by CUC.

Emergency Restoration Timeline

Based on current damage assessments and the resources presently available, CUC engineers estimate that restoration of all storm-damaged areas on Saipan can be substantially completed in 6-8 weeks.

CUC anticipates necessary fine-tuning work and the ongoing installation of concrete poles as they arrive past July. Consequently, CUC is seeking proposals for an initial 60-day commitment, with the option to renew for additional periods as negotiated based on project needs.

Contract Time

The allowed project performance time for this project is approximately sixty (60) days from the Notice to Proceed date. This contract shall be renewable for any period as mutually negotiated by both parties. Notwithstanding the agreed performance time, CUC reserves the right to terminate the contract at any time, for convenience or otherwise, upon seven (7) days' written notice.

Adjustment of Items

Should extra work be required, certain work be omitted, or should the quantities of certain items of work be increased or decreased by written order or approval by the Contracting Officer, adjustment in contract price will be made in accordance with the provisions of the Contract and based on the unit pricing set in the offer.

Basis of Award

For purposes of this RFQ, award determination will be based on the following:

Responsiveness

Vendor submits a complete quotation addressing **all items** listed in this RFQ.
Quoted equipment meets or exceeds the minimum specifications provided.

Prices

Quoted prices for furnishing all required equipment, including delivery, taxes, and all incidental costs.

Vendor Responsibility

Vendor demonstrates the capability, experience, and reliability to supply the specified equipment. Consideration may be given to past performance, warranty provisions, availability of service support, and delivery capability.

Delivery

Ability to meet the required delivery timeframe for critical equipment.

Submission of Quotations

All proposals must be submitted to CUC Procurement & Supply Office **by 10:00 a.m. ChST, on June 08, 2026**. The proposals shall be emailed to Jessie Castalone, Purchasing Specialist at email, jessie.castalone@cucgov.org and Tony Santos, Purchasing Specialist at email, tony.santos@cucgov.org and copy Marcela Tenorio at marcela.tenorio@cucgov.org. The Subject Line should read "CUC-RFQ-STS-PWR-SPN-26-103, Quotation".

Questions or Requests for Clarification

All questions or requests for Clarification must be submitted in writing via email, no later than 1:00 PM (ChST) on June 5, 2026 to Manny B. Sablan, CUC's Purchasing Administrator at email address, manny.sablan@cucgov.org and Marcela Tenorio at email marcela.tenorio@cucgov.org.

Procurement Authorization

Pursuant to his statutory emergency powers, Hon. David M. Apatang authorized CUC to enter into any contract to restore power, water, and wastewater services to the Commonwealth of the Northern Mariana Islands to ameliorate the damage caused by Super Typhoon Sinlaku on an expedited basis in Executive Order 2026-007. No protests will be allowed or entertained in connection herewith.

Procurement Method § 50-50-220 Emergency Procurement

Notwithstanding any other provision of this chapter, CUC may make an emergency procurement when there exists a threat to public health, safety, or welfare, or where there exists a threat to CUC facilities, infrastructure and staff under emergency conditions.

APPENDICES:

APPENDIX 1 – Description of Requirements and Quantities

APPENDIX 2 – Prices for each line Item in APPENDIX 1

APPENDIX 3 – Minimum Personnel and Equipment Requirements

APPENDIX 4 – Byrd Anti-Lobbying Amendment Certification

APPENDIX 5 – CUC Contract Form – Terms and Conditions

Forms Attached to be filled and submitted with Offeror's Quotation:

APPENDIX 2 – Prices for each line Item in APPENDIX 1

APPENDIX 4 – Byrd Anti-Lobbying Amendment Certification

APPENDIX 1

Description of Requirements and Quantities

Company Name: _____

ITEM	DESCRIPTION	QTY	UNIT
1	ELECTRICAL RESTORATION SERVICES Including Linemen, Equipment, Trucks, Augers, Lift Equipment, Etc And Provision of All Mobilization, Shipping, Lodging And Transportation to Saipan for the Duration of the Contract.	below	-
1A1	MOBILIZATION	1	LS
1A2	DEMOBILIZATION	1	LS
1B	AUGER TRUCK & EQUIPMENT	2	EA.
1C	DIGGER DERRICK & EQUIPMENT	2	EA.
1D	BUCKET TRUCKS	6 - 8	EA.
1E	LINEMEN	30-40	EA.
1F	TRAVEL, TRANSPORTATION & LODGING	30-40	EA.
2	PUPI TANGENT 10'	615	EA.
3	PUPI, TANGENT D.E. 10'	160	EA.
4	SWITCH, POLE TOP, GOAB, 25KV S & C OMNI RUPTER	10	EA.
5	PHOTOCELLS	4000	EA.
6	80 WATTS LED STREETLIGHTS	1830	EA.
7	150 WATTS LED STREETLIGHTS	2000	EA.
8	INSULATOR, DEADEND, POLYMER, 15KV	700	EA.
9	FUSE LINK, TYPE K, RM HEAD, 2 AMP	100	EA.
10	FUSE LINK, TYPE K, RM HEAD, 3 AMP	200	EA.
11	FUSE LINK, TYPE K, RM HEAD 5 AMP	200	EA.
12	FUSE LINK, TYPE K, RM HEAD, 6 AMP	200	EA.
13	FUSE LINK, TYPE K, RM HEAD, 8 AMP	200	EA.
14	FUSE LINK, TYPE K, RM HEAD 10 AMP	200	EA.
15	FUSE LINK, TYPE K, RM HEAD, 12 AMP	200	EA.
16	FUSE LINK, TYPE K, RM HEAD, 15 AMP	100	EA.
17	FUSE LINK, TYPE K, RM HEAD, 20 AMP	100	EA.
18	FUSE LINK, TYPE K, RM HEAD, 25 AMP	100	EA.
19	FUSE LINK, TYPE K, RM HEAD, 30 AMP	100	EA.
20	FUSE LINK, TYPE K, RM HEAD, 40 AMP	100	EA.
21	FUSE LINK, TYPE K, RM HEAD, 50 AMP	100	EA.
22	FUSE LINK, TYPE K, RM HEAD, 65 AMP	100	EA.

ITEM	DESCRIPTION	QTY	UNIT
23	FUSE LINK, TYPE K, RM HEAD, 80 AMP	100	EA.
24	FUSE LINK, TYPE K, RM HEAD, 100 AMP	100	EA.
25	FUSE LINK, TYPE K, RM HEAD, 140 AMP	100	EA.
26	TAPE, ELECTRICAL, SCOTCH 33, 3/4 in. W x 66 ft. L x 0.007 in. Thick	1000	EA.
27	TAPE, ELECTRICAL, LINER HIGH VOLT SCOTCH 130C #SSUT1323	500	EA.
28	TAPE ELECTRICAL RED # SSUT1326	200	EA.
29	TAPE, ELECTRICAL WHITE # SSUT1327	200	EA.
30	TAPE, ELECTRICAL BLUE #SSUT1328	200	EA.
31	TAPE, ELECTRICAL BROWN # SSUT1336	50	EA.
32	TAPE, ELECTRICAL ORANGE # SSUT1337	50	EA.
33	TAPE, ELECTRICAL YELLOW # SSUT1338	50	EA.
34	TAPE, ELECTRICAL, SCOTCH 472, 2" X 36 YD	240	EA.
35	INHIBITOR, ELECT CONTACT AID, 8 OZ, BTL	100	EA.
36	METER SEAL,CLEARSEAL,WHITE, C-2050	10000	EA.
37	ADAPTIVE KNIGHT HAWK METER 5 JAW FM12S 120/208 CL 200	70	EA.
38	CIK994-OMN/ACLARA 4S CL 20, KV2c LTE Intl	8	EA.
39	CIK99G-OMN/ACLARA 16S, CL320 KV2C LTE Int	20	EA.
40	ACLARA 16SCL 200 KV2CL LTE INT'L	10	EA.
41	CIK999-OMN/ACLARA 9S, CL20 KV2c LTE Intl	22	EA.
42	ACLARA 2S, LEF W/DISC INTL	500	EA.
43	CUTOUT, TYPE C, 200 AMP, 15KV, W/HDW	30	EA.
44	CUTOUT, TYPE C, 300 AMP, 15KV, W/HDW	15	EA.
45	FUSE HOLDER, 200 AMPS CHANCE	30	EA.
46	FUSE HOLDER, 300 AMPS CHANCE	15	EA.
47	CUTOUT,TYPE C,100AMPS,15KV,W/HDW	800	EA.
48	FUSE HOLDER, 100 AMPS, CHANCE	800	EA.
49	CONDUCTOR, ALU, BARE, AA, DAHLIA, 556.5	153000	FT.
50	CONDUCTOR, DUPLEX, INSL, CU, STR #6	307000	FT.
51	CONDUCTOR, TRIPLEX, INSL, CU, STR #6	54000	FT.
52	CONDUCTOR, TRIPLEX, INSL, CU, STR #4	81000	FT.
53	CONDUCTOR, TRIPLEX, INSL, CU, STR #2	120000	FT.
54	CONDUCTOR, TRIPLEX #1/0 CU	2000	FT.
55	CONDUCTOR, CU, BARE, SOL, HD, #4	236000	FT.
56	CONDUCTOR, QUADRAPLEX INSL, CU STR #2	2000	FT.
57	CONDUCTOR, QUADRAPLEX # 4 STR.hackery-xlp	2000	FT.
58	CONDUCTOR, QUADRAPLEX INSL, CU STR #2/0	2000	FT.
59	CONDUCTOR, QUADRAPLEX INSL, CU STR #4/0	2000	FT.
60	NUT, LOCK, 5/8	2900	EA.
61	WASHER, SQ, FLT, 2-1/4 X 2-1/4 (3/4)	2600	EA.

ITEM	DESCRIPTION	QTY	UNIT
63	CLAMP, STRAIN STRAIGHT, BLTD, ALU 556.5	560	EA.
64	INSULATOR, SPOOL, 3"	560	EA.
65	WASHER, SQ, CURV, 2-1/4 X 2-1/4 (5/8)	510	EA.
66	WASHER, SQ, CURV, 3 X 3 (3/4)	460	EA.
67	BOLT, EYE, OVAL, 5/8 X 16"	440	EA.
68	BOLT, SINGLE UPSET 5/8 X 18 (22OVERAL LENGTH)	410	EA.
69	STRAND, GUY, EHS, SPOOL, 7/16	360	EA.
70	CLEVIS, SECONDARY/DE, INSUL 5/8 (3" SPL)	270	EA.
71	BOLT, MACHINE, 5/8 X 20"	250	EA.
72	BOLT, DOUBLE ARMING (DA), 5/8 X 30"	200	EA.
73	CLAMP, PG ALU, 3-B, 397-556.5 397-556.5	80	EA.
74	CLAMP, STIRRUP, ALU,2/0-500STR, CRIMP	200	EA.
75	CLAMP, HOT LINE, BRZ, 2/0 - 8 SOL	200	EA.
76	CLAMP, DE, AUTO, CU, 4 SOL - 6 STR	60	EA.
77	CLAMP, DE, AUTO, ALU 477 - 556.5	100	EA.
78	CLAMP, PG BRZ, 2-B, 4SOL-4/0 - 4SOL-4/0	100	EA.
79	CLAMP, PG ALU, 1-B, 3/0-400 - 6-3/0	100	EA.
80	CLAMP, PG ALU, 3-B, 3/0-400 - 3/0-400	50	EA.
81	NUT, OVAL EYE, 5/8	50	EA.
82	BOLT, MACHINE, 5/8 X 18"	25	EA.
83	BOLT, MACHINE, 3/4 X 16"	200	EA.
84	NUT, LOCK, 3/4	20	EA.
85	GRIP, GUY, PERFORMED, EHS, GREEN, 7/16	20	EA.
86	PLATE, POLE EYE, 3/4" BOLTS, HEAVY DUTY	20	EA.
87	STRAIN INS, GLASS, 54-1, 5/8 STR 3-1/2	10	EA.
88	GUARD, GUY PLST PREFORMED, 8' 3/16 - 1/2	10	EA.
89	NUT, THIMBLE EYE, SINGLE, 3/4	10	EA.
90	ANCHOR, XPLT, 150 SQ IN, 5/8-3/4 ROD 16	10	EA.
91	ROD, ANCHOR, TWINEYE, 3/4 X 8'	10	EA.
92	XFMR, POLE, 7,979/13,800 Y 120/240, DB 10 KVA	43	EA.
93	XFMR, POLE, 7,979/13,800 Y 120/240, DB 15 KVA	54	EA.
94	XFMR, POLE, 7,979/13,800 Y 120/240, DB 37.5 KVA	4	EA.
95	XFMR, Pole, 7,979/13,800 Y 120/240, DB 75 KVA	4	EA.
96	XFMR, POLE, 7,979/13,800 Y 120/240, DB 100 KVA	15	EA.
97	XFMR, POLE, 7,979/13,800 Y 120/240, DB 167 KVA	5	EA.
98	XMFR, POLE, 7970/13800 277/480 Y DB 15 KVA	12	EA.
99	XMFR, POLE, 7970/13800 277/480 Y DB 25 KVA	9	EA.
100	XMFR, POLE, 7970/13800 277/480 Y DB 37.5 KVA	3	EA.
101	XFMR, POLE 7970/13800 Y, 277/48 DB 50 KVA	6	EA.

ITEM	DESCRIPTION	QTY	UNIT
102	XFMR, POLE 7970/13800 Y 277/480 DB 75 KVA	3	EA.
103	XFMR, POLE, 7.97/13.8, 277/480, DB 100KVA	3	EA.
104	CONN, SPLIT BOLT, CU & CW 6 STR - 2STR #KS23	400	EA.
105	CONN, OKLIP, 2-B, CU, 1/0-4/0 - 10-4/0 #KVS28	100	EA.
106	CONN, SPLIT BOLT, CU & CW 8 STR - 4SOL #KS20	250	EA.
107	CONN, SPLIT BOLT, CU & CW 1/0 STR - 350 #KS31	100	EA.
108	CONN, SPLIT BOLT, CU & CW 2/0 STR - 500 #KS34	250	EA.
109	TRUNNION LINE POST CLAMP - 0.5-1.06 inches	550	EA.
110	TRUNNION LINE POST CLAMP - 0.25-0.56 inches	850	EA.
111	INSULATOR PIN TYPE, 56-01 1 3/8, 15KV POLYMER TYPE	2200	EA.
112	SPLIT BOLT CONNECTOR COPPER TO ALUM. WIRE 2 str to 1/0 str KSA1/0 KSU25	300	EA.
113	GPA-Line Poles Studs 3/4" w/ Lockwashers/hot dop Gl, nuts	2000	EA.
114	CLAMP, LINE POST ANGLE	400	EA.

Item 1A1 – Mobilization (Equipment & Personnel)

Proposers shall provide a comprehensive Mobilization Plan and associated firm-fixed Lump Sum price (1 LS) for mobilization of personnel, equipment, tools, and support resources required to perform the work.

Upon Notice to Proceed (NTP) and contract execution, the Contractor shall perform the following mobilization activities:

- Site assessment and operational readiness review.
- Hazard identification and safety analysis.
- Equipment staging, inspection, and deployment preparation.
- Personnel orientation and safety briefings.
- Initial Quality Control (QC) inspection and compliance verification.
- Establishment of project management, communication, and reporting procedures.

The Mobilization Plan shall identify anticipated transit schedules, deployment timelines, and all associated transportation costs from the Contractor's point of origin to the Commonwealth of the Northern Mariana Islands (CNMI).

Proposers shall provide separate pricing for the following transportation options:

- **Option A (Ocean Freight Transportation):**

Transportation of equipment, and materials via ocean freight from the Contractor's origin port directly to the CNMI, including all loading, handling, shipping, and delivery costs.

- **Option B (Air Freight Transportation):**

Expedited transportation equipment, and materials via air freight from the Contractor's origin airport directly to the CNMI, including all associated shipping and handling costs.

- **Option C (Inland to Hub):**

Transportation of equipment, and materials from the Contractor's point of origin to the Port of Long Beach, California, or a designated airport within the Long Beach/Los Angeles metropolitan area for subsequent transportation arranged separately by the Commonwealth Utilities Corporation (CUC), FEMA, or other authorized agency.

Pricing for this option shall include all costs through delivery to the designated staging location only.

Item 1A2 Demobilization

Proposers shall submit a Lump Sum (1 LS) demobilization strategy outlining the lowest-cost option available for the secure return, decommissioning, or disposal of all deployed equipment at the conclusion of the contract period of performance.

Item 1B – Auger Trucks & Equipment Alternatives

Proposers shall provide firm-fixed pricing and verified availability for the equipment identified below:

Base Requirement

Item 1B - Two (2) Auger Trucks meeting the baseline Auger trucks technical specifications

Alternative Equipment Option

Item 1C - Two (2) Digger Derrick meeting equivalent operational requirements of Auger Truck.

Pricing for the Digger Derrick shall be provided as a separate line item in 2.0b and shall not replace the required pricing for the base Auger Truck requirement.

Pressure Digging Capability

Proposers shall provide separate, itemized pricing for pressure digging (vacuum excavation) capability applicable to both the Auger Trucks and the Digger Derrick. This capability shall be

presented as an optional, selectable service and shall clearly identify any additional equipment, operators, or support resources required.

Item 1D – Material Handling Bucket Trucks

- **Scalability and Maximum Capacity Requirements**

The Proposer shall provide firm, fixed pricing for the provision of Material Handling Bucket Trucks. The proposed resource capacity shall support a minimum deployment of six (6) trucks and a maximum deployment of eight (8) trucks during the contract period.

To ensure maximum operational flexibility and rapid resource mobilization, the Proposer shall also identify the maximum number of additional trucks that can be made available upon request and provide corresponding surge pricing rates. The proposal shall clearly define the Proposer’s guaranteed capacity, mobilization timelines, and pricing structure associated with any requested quantities beyond the minimum deployment level.

Item 1E - Qualified Linemen / Operators Services

The Proposer shall provide firm, fixed pricing for qualified Line Workers/Operators capable of supporting emergency response, restoration, and utility operations under this contract. *Board, Lodging and Transportation will be included for "Each Qualified Linemen / Operator Services"* The Proposer shall demonstrate the ability to provide a minimum workforce of thirty (30) qualified personnel and a maximum workforce of forty (40) qualified personnel.

The proposal shall clearly identify Qualified Linemen / Operator Services availability, and all applicable pricing in the line item.

Item 1F – Travel, Transportation & Lodging

The cost for Board, Lodging and Transportation, and Travel costs for other incidentals shall be included in the cost per Lineman.

APPENDIX 2

Bid Schedule

PRICES FOR EACH ITEMS

Company: _____

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	ELECTRICAL RESTORATION SERVICES Including Linemen, Equipment, Trucks, Augers, Lift Equipment, Etc And Provision of All Mobilization, Shipping, Lodging And Transportation to Saipan for the Duration of the Contract.	below	-		
1A	MOBILIZATION & DEMOBILIZATION	1	LS		
1B	AUGER TRUCK & EQUIPMENT	2	EA.		
1C	DIGGER DERRICK & EQUIPMENT	2	EA.		
1D	BUCKET TRUCKS	6 - 8	EA.		
1E	LINEMEN	30-40	EA.		
1F	TRAVEL, TRANSPORTATION & LODGING	30-40	EA.		
2	PUPI TANGENT 10'	615	EA.		
3	PUPI, TANGENT D.E. 10'	160	EA.		
4	SWITCH, POLE TOP, GOAB, 25KV S & C OMNI RUPTER	10	EA.		
5	PHOTOCELLS	4000	EA.		
6	80 WATTS LED STREETLIGHTS	1830	EA.		
7	150 WATTS LED STREETLIGHTS	2000	EA.		
8	INSULATOR, DEADEND, POLYMER, 15KV	700	EA.		
9	FUSE LINK, TYPE K, RM HEAD, 2 AMP	100	EA.		
10	FUSE LINK, TYPE K, RM HEAD, 3 AMP	200	EA.		
11	FUSE LINK, TYPE K, RM HEAD 5 AMP	200	EA.		
12	FUSE LINK, TYPE K, RM HEAD, 6 AMP	200	EA.		
13	FUSE LINK, TYPE K, RM HEAD, 8 AMP	200	EA.		
14	FUSE LINK, TYPE K, RM HEAD 10 AMP	200	EA.		
15	FUSE LINK, TYPE K, RM HEAD, 12 AMP	200	EA.		
16	FUSE LINK, TYPE K, RM HEAD, 15 AMP	100	EA.		
17	FUSE LINK, TYPE K, RM HEAD, 20 AMP	100	EA.		
18	FUSE LINK, TYPE K, RM HEAD, 25 AMP	100	EA.		
19	FUSE LINK, TYPE K, RM HEAD, 30 AMP	100	EA.		
20	FUSE LINK, TYPE K, RM HEAD, 40 AMP	100	EA.		
21	FUSE LINK, TYPE K, RM HEAD, 50 AMP	100	EA.		
22	FUSE LINK, TYPE K, RM HEAD, 65 AMP	100	EA.		

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
23	FUSE LINK, TYPE K, RM HEAD, 80 AMP	100	EA.		
24	FUSE LINK, TYPE K, RM HEAD, 100 AMP	100	EA.		
25	FUSE LINK, TYPE K, RM HEAD, 140 AMP	100	EA.		
26	TAPE, ELECTRICAL, SCOTCH 33, 3/4 in. W x 66 ft. L x 0.007 in. Thick	1000	EA.		
27	TAPE, ELECTRICAL, LINER HIGH VOLT SCOTCH 130C #SSUT1323	500	EA.		
28	TAPE ELECTRICAL RED # SSUT1326	200	EA.		
29	TAPE, ELECTRICAL WHITE # SSUT1327	200	EA.		
30	TAPE, ELECTRICAL BLUE #SSUT1328	200	EA.		
31	TAPE, ELECTRICAL BROWN # SSUT1336	50	EA.		
32	TAPE, ELECTRICAL ORANGE # SSUT1337	50	EA.		
33	TAPE, ELECTRICAL YELLOW # SSUT1338	50	EA.		
34	TAPE, ELECTRICAL, SCOTCH 472, 2" X 36 YD	240	EA.		
35	INHIBITOR, ELECT CONTACT AID, 8 OZ, BTL	100	EA.		
36	METER SEAL,CLEARSEAL,WHITE, C-2050	10000	EA.		
37	ADAPTIVE KNIGHT HAWK METER 5 JAW FM12S 120/208 CL 200	70	EA.		
38	CIK994-OMN/ACLARA 4S CL 20, KV2c LTE Intl	8	EA.		
39	CIK99G-OMN/ACLARA 16S, CL320 KV2C LTE Int	20	EA.		
40	ACLARA 16SCL 200 KV2CL LTE INT'L	10	EA.		
41	CIK999-OMN/ACLARA 9S, CL20 KV2c LTE Intl	22	EA.		
42	ACLARA 2S, LEF W/DISC INTL	500	EA.		
43	CUTOUT, TYPE C, 200 AMP, 15KV, W/HDW	30	EA.		
44	CUTOUT, TYPE C, 300 AMP, 15KV, W/HDW	15	EA.		
45	FUSE HOLDER, 200 AMPS CHANCE	30	EA.		
46	FUSE HOLDER, 300 AMPS CHANCE	15	EA.		
47	CUTOUT,TYPE C,100AMPS,15KV,W/HDW	800	EA.		
48	FUSE HOLDER, 100 AMPS, CHANCE	800	EA.		
49	CONDUCTOR, ALU, BARE, AA, DAHLIA, 556.5	153000	FT.		
50	CONDUCTOR, DUPLEX, INSL, CU, STR #6	307000	FT.		
51	CONDUCTOR, TRIPLEX, INSL, CU, STR #6	54000	FT.		
52	CONDUCTOR, TRIPLEX, INSL, CU, STR #4	81000	FT.		
53	CONDUCTOR, TRIPLEX, INSL, CU, STR #2	120000	FT.		
54	CONDUCTOR, TRIPLEX #1/0 CU	2000	FT.		
55	CONDUCTOR, CU, BARE, SOL, HD, #4	236000	FT.		
56	CONDUCTOR, QUADRAPLEX INSL, CU STR #2	2000	FT.		
57	CONDUCTOR, QUADRAPLEX # 4 STR.hackery-xlp	2000	FT.		
58	CONDUCTOR, QUADRAPLEX INSL, CU STR #2/0	2000	FT.		
59	CONDUCTOR, QUADRAPLEX INSL, CU STR #4/0	2000	FT.		

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
60	NUT, LOCK, 5/8	2900	EA.		
61	WASHER, SQ, FLT, 2-1/4 X 2-1/4 (3/4)	2600	EA.		
63	CLAMP, STRAIN STRAIGHT, BLTD, ALU 556.5	560	EA.		
64	INSULATOR, SPOOL, 3"	560	EA.		
65	WASHER, SQ, CURV, 2-1/4 X 2-1/4 (5/8)	510	EA.		
66	WASHER, SQ, CURV, 3 X 3 (3/4)	460	EA.		
67	BOLT, EYE, OVAL, 5/8 X 16"	440	EA.		
68	BOLT, SINGLE UPSET 5/8 X 18 (22OVERAL LENGTH)	410	EA.		
69	STRAND, GUY, EHS, SPOOL, 7/16	360	EA.		
70	CLEVIS, SECONDARY/DE, INSUL 5/8 (3" SPL)	270	EA.		
71	BOLT, MACHINE, 5/8 X 20"	250	EA.		
72	BOLT, DOUBLE ARMING (DA), 5/8 X 30"	200	EA.		
73	CLAMP, PG ALU, 3-B, 397-556.5 397-556.5	80	EA.		
74	CLAMP, STIRRUP, ALU,2/0-500STR, CRIMP	200	EA.		
75	CLAMP, HOT LINE, BRZ, 2/0 - 8 SOL	200	EA.		
76	CLAMP, DE, AUTO, CU, 4 SOL - 6 STR	60	EA.		
77	CLAMP, DE, AUTO, ALU 477 - 556.5	100	EA.		
78	CLAMP, PG BRZ, 2-B, 4SOL-4/0 - 4SOL-4/0	100	EA.		
79	CLAMP, PG ALU, 1-B, 3/0-400 - 6-3/0	100	EA.		
80	CLAMP, PG ALU, 3-B, 3/0-400 - 3/0-400	50	EA.		
81	NUT, OVAL EYE, 5/8	50	EA.		
82	BOLT, MACHINE, 5/8 X 18"	25	EA.		
83	BOLT, MACHINE, 3/4 X 16"	200	EA.		
84	NUT, LOCK, 3/4	20	EA.		
85	GRIP, GUY, PERFORMED, EHS, GREEN, 7/16	20	EA.		
86	PLATE, POLE EYE, 3/4" BOLTS, HEAVY DUTY	20	EA.		
87	STRAIN INS, GLASS, 54-1, 5/8 STR 3-1/2	10	EA.		
88	GUARD, GUY PLST PREFORMED, 8' 3/16 - 1/2	10	EA.		
89	NUT, THIMBLE EYE, SINGLE, 3/4	10	EA.		
90	ANCHOR, XPLT, 150 SQ IN, 5/8-3/4 ROD 16	10	EA.		
91	ROD, ANCHOR, TWINEYE, 3/4 X 8'	10	EA.		
92	XFMR, POLE, 7,979/13,800 Y 120/240, DB 10 KVA	43	EA.		
93	XFMR, POLE, 7,979/13,800 Y 120/240, DB 15 KVA	54	EA.		
94	XFMR, POLE, 7,979/13,800 Y 120/240, DB 37.5 KVA	4	EA.		
95	XFMR, Pole, 7,979/13,800 Y 120/240, DB 75 KVA	4	EA.		
96	XFMR, POLE, 7,979/13,800 Y 120/240, DB 100 KVA	15	EA.		
97	XFMR, POLE, 7,979/13,800 Y 120/240, DB 167 KVA	5	EA.		
98	XMFR, POLE, 7970/13800 277/480 Y DB 15 KVA	12	EA.		

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
99	XMFR, POLE, 7970/13800 277/480 Y DB 25 KVA	9	EA.		
100	XMFR, POLE, 7970/13800 277/480 Y DB 37.5 KVA	3	EA.		
101	XFMR, POLE 7970/13800 Y, 277/48 DB 50 KVA	6	EA.		
102	XFMR, POLE 7970/13800 Y 277/480 DB 75 KVA	3	EA.		
103	XFMR, POLE, 7.97/13.8, 277/480, DB 100KVA	3	EA.		
104	CONN, SPLIT BOLT, CU & CW 6 STR - 2STR #KS23	400	EA.		
105	CONN, OKLIP, 2-B, CU, 1/0-4/0 - 10-4/0 #KVS28	100	EA.		
106	CONN, SPLIT BOLT, CU & CW 8 STR - 4SOL #KS20	250	EA.		
107	CONN, SPLIT BOLT, CU & CW 1/0 STR - 350 #KS31	100	EA.		
108	CONN, SPLIT BOLT, CU & CW 2/0 STR - 500 #KS34	250	EA.		
109	TRUNNION LINE POST CLAMP - 0.5-1.06 inches	550	EA.		
110	TRUNNION LINE POST CLAMP - 0.25-0.56 inches	850	EA.		
111	INSULATOR PIN TYPE, 56-01 1 3/8, 15KV POLYMER TYPE	2200	EA.		
112	SPLIT BOLT CONNECTOR COPPER TO ALUM. WIRE 2 str to 1/0 str KSA1/0 KSU25	300	EA.		
113	GPA-Line Poles Studs 3/4" w/ Lockwashers/hot dop GI, nuts	2000	EA.		
114	CLAMP, LINE POST ANGLE	400	EA.		

APPENDIX 3

Minimum Personnel and Equipment Requirements

Tools, Materials and Equipment

- Protective cover
- Rigging equipment
- Crimping and cutting tools (chainsaw fuel, bar and chain oil)
- Specialty equipment, such as primary and secondary voltage meters
- Climbing tools (belts, safeties, hooks and lanyards)
- Hot line tools (live line tools) and associated attachments to perform switching and grounding tasks, including Load Buster tool
- Portable protective grounds (only bucket trucks). All grounds must be accompanied by a tag with the company name, ground owner and contact information
- Reflective pole wraps with “Workers on line, Do not energize” or similar

Bucket Trucks

- Reliable/Mechanically and Electrically sound truck
- Traffic control devices (cones, signs, vests, flags, etc.)
- Ladder
- First aid kit
- Fire extinguisher
- Proper lighting to allow for safe work during low visibility

Personal Protective Equipment (PPE)

- Hand, head, hearing, eye, and fall protection.
- Proper footwear
- Hazard Risk Category 2 Arc Rated clothing
- High-visibility clothing/vest
- Personal Voltage Detectors, or PVD's, are strongly encouraged

General Specification

Table 1. Parameter listing and general specification of bucket truck

Parameter	Specification
Ground to Bottom of Platform	45 feet
Working Height	50 feet
Maximum reach from Centerline of Rotation to Lip of Platform	39.1 feet
Height at Bottom of Platform at Maximum Reach	24.7 feet
Stowed Travel Height	11.5 feet
Platform Capacity	700 pounds (maximum)
Jib Capacity	2000 pounds (maximum)
Lower Boom Articulation	0 degrees to 120 degrees
Upper Boom Articulation	0 degrees to 173 degrees
Rotation	Continuous

For any equipment where explicit specifications have not been provided by CUC, the Proposer is required to submit comprehensive technical specifications, operational parameters, and performance capabilities for all such equipment proposed under this solicitation.

APPENDIX 4

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, _____, certifies, to the best of his or her knowledge, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX 5

Contract Template

The attached contract template will be used to finalize the agreement between the CUC and the contract awardee. Offerors should familiarize themselves with the terms and conditions of the contract, as there are mandatory terms and conditions associated with the contract. The Offer would be incorporated as an EXHIBIT to the contract.

COMMONWEALTH UTILITIES CORPORATION
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

*THIS IS A FORM CONTRACT: THE FINAL CONTRACT MAY BE
MODIFIED WITH DIFFERING PROVISIONS ONLY AT THE
DISCRETION OF CUC. CUC DOES NOT INTEND TO NEGOTIATE
ITS TERMS WITH ANY PROPOSERS.*

CONTRACT NO.: CUC-PD-26-C0NN

REFERENCE NO.: IRV-STS-PWR-SPN-26-NNN

**EMERGENCY PROCUREMENT for the Provision of Services For Super Typhoon Sinlaku Restoration to
CUC's Electrical Transmission & Distribution Systems**

This Agreement is entered into between the **Commonwealth Utilities Corporation**, hereinafter "CUC," whose address is P. O. Box 501220, Third Floor, Joeten Dandan Building, Saipan, MP 96950, and _____, hereinafter called the "**CONTRACTOR**," whose address is _____, for the provision of "Bucket Trucks, Auger Trucks, and Linemen/Operators to CUC, Commonwealth of the Northern Mariana Islands" (the "Project").

RECITALS

- A) CUC requires the services of a qualified and experienced firm for the provision of Bucket Trucks, Auger Trucks, and Linemen/Operators to CUC, Commonwealth of the Northern Mariana Islands.
- B) Pursuant to NMIAC 50-50-220 – Emergency Procurement, CUC may make an emergency procurement when there exists a threat to public health, safety, or welfare, or where there exists a threat to CUC facilities, infrastructure and staff under emergency conditions. Emergency procurement must be as competitive as practical under the circumstances. The Director shall have the authority to give directions to staff to respond to an emergency outside the normal procurement process. The Executive Director's emergency procurement determination is attached and incorporated as **EXHIBIT A**.
- C) Additionally, this emergency procurement is authorized by the Governor's Executive Order No. 2026-004, which declared a "State of Significant Emergency," and Executive Order No. 2026-007, which expressly authorizes CUC "to enter into any contract to restore power, water, and wastewater services to the Commonwealth of the Northern Mariana Islands to ameliorate the damage caused by Super Typhoon Sinlaku on an expedited basis."
- D) Requests for Quotations (RFQ) were solicited for the goods and services specified in Incident Requisition Voucher No. STS-PWR-SPN-26-NN, attached and incorporated as **EXHIBIT B**.
- E) CUC received (XX) quotes in response to the solicitation. CUC awarded this Contract to the Contractor based on the general requirements of the solicitation pursuant to its Procurement Regulations and based on the Contractor's bid, which is attached and incorporated as **EXHIBIT C**.
- F) CUC awards this Contract, and the Contractor accepts this award based on its bid and upon

the terms and conditions herein.

NOW THEREFORE, CUC and the Contractor for the consideration hereinafter set forth, agree as follows:

AGREEMENT

ARTICLE 1: CONTRACT DELIVERABLES:

A) **CONTRACTOR’S DUTIES:** Contractor shall provide Bucket Trucks, Auger Trucks, Linemen/Operators, and electrical materials pursuant to the Request for Quotation (EXHIBIT B) and the Contractor’s Quotation (EXHIBIT C):

Item	Description
1.0	Material Handling Bucket Trucks
2.0	Auger / Derrick Trucks
3.0	Qualified Line Workers
4.0	Mobilization
5.0	Demobilization

B) **CONTRACT TIME:** This contract is valid for **sixty (60)** calendar days. Contractor agrees to commence work immediately upon issuance of the written Notice to Proceed (NTP) to supply and deliver all goods for the Project within **sixty (60)** calendar days the issuance of the written NTP. Once all vehicles are available to be delivered, Contractor shall immediately notify CUC in writing. This contract shall be renewable for any period of time as mutually negotiated by both parties.

C) **DELIVERY & LOGISTICS:** All logistics from point of origin to Saipan will be provided by FEMA, the Federal Emergency Management Agency.

ARTICLE 2: CONSIDERATION:

A) **CONTRACT PRICE:** CUC agrees to pay, and the Contractor agrees to accept, in full payment for the performance of this Contract, the Contract bid amount of **Dollars and Cents [US\$].** The following table depicts the rate for 60 calendar days:

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	ELECTRICAL RESTORATION SERVICES Including Linemen, Equipment, Trucks, Augers, Lift Equipment, Etc And Provision of All Mobilization, Shipping, Lodging And Transportation to Saipan for the Duration of the Contract.	below	-		
1A	MOBILIZATION & DEMOBILIZATION	1	LS		
1B	AUGER TRUCK & EQUIPMENT	2	EA.		
1C	DIGGER DERRICK & EQUIPMENT	2	EA.		
1D	BUCKET TRUCKS	6 - 8	EA.		

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1E	LINEMEN	30-40	EA.		
1F	TRAVEL, TRANSPORTATION & LODGING	30-40	EA.		
2	PUPI TANGENT 10'	615	EA.		
3	PUPI, TANGENT D.E. 10'	160	EA.		
4	SWITCH, POLE TOP, GOAB, 25KV S & C OMNI RUPTER	10	EA.		
5	PHOTOCELLS	4000	EA.		
6	80 WATTS LED STREETLIGHTS	1830	EA.		
7	150 WATTS LED STREETLIGHTS	2000	EA.		
8	INSULATOR, DEADEND, POLYMER, 15KV	700	EA.		
9	FUSE LINK, TYPE K, RM HEAD, 2 AMP	100	EA.		
10	FUSE LINK, TYPE K, RM HEAD, 3 AMP	200	EA.		
11	FUSE LINK, TYPE K, RM HEAD 5 AMP	200	EA.		
12	FUSE LINK, TYPE K, RM HEAD, 6 AMP	200	EA.		
13	FUSE LINK, TYPE K, RM HEAD, 8 AMP	200	EA.		
14	FUSE LINK, TYPE K, RM HEAD 10 AMP	200	EA.		
15	FUSE LINK, TYPE K, RM HEAD, 12 AMP	200	EA.		
16	FUSE LINK, TYPE K, RM HEAD, 15 AMP	100	EA.		
17	FUSE LINK, TYPE K, RM HEAD, 20 AMP	100	EA.		
18	FUSE LINK, TYPE K, RM HEAD, 25 AMP	100	EA.		
19	FUSE LINK, TYPE K, RM HEAD, 30 AMP	100	EA.		
20	FUSE LINK, TYPE K, RM HEAD, 40 AMP	100	EA.		
21	FUSE LINK, TYPE K, RM HEAD, 50 AMP	100	EA.		
22	FUSE LINK, TYPE K, RM HEAD, 65 AMP	100	EA.		
23	FUSE LINK, TYPE K, RM HEAD, 80 AMP	100	EA.		
24	FUSE LINK, TYPE K, RM HEAD, 100 AMP	100	EA.		
25	FUSE LINK, TYPE K, RM HEAD, 140 AMP	100	EA.		
26	TAPE, ELECTRICAL, SCOTCH 33, 3/4 in. W x 66 ft. L x 0.007 in. Thick	1000	EA.		
27	TAPE, ELECTRICAL, LINER HIGH VOLT SCOTCH 130C #SSUT1323	500	EA.		
28	TAPE ELECTRICAL RED # SSUT1326	200	EA.		
29	TAPE, ELECTRICAL WHITE # SSUT1327	200	EA.		
30	TAPE, ELECTRICAL BLUE #SSUT1328	200	EA.		
31	TAPE, ELECTRICAL BROWN # SSUT1336	50	EA.		
32	TAPE, ELECTRICAL ORANGE # SSUT1337	50	EA.		
33	TAPE, ELECTRICAL YELLOW # SSUT1338	50	EA.		
34	TAPE, ELECTRICAL, SCOTCH 472, 2" X 36 YD	240	EA.		
35	INHIBITOR, ELECT CONTACT AID, 8 OZ, BTL	100	EA.		
36	METER SEAL,CLEARSEAL,WHITE, C-2050	10000	EA.		

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
37	ADAPTIVE KNIGHT HAWK METER 5 JAW FM12S 120/208 CL 200	70	EA.		
38	CIK994-OMN/ACLARA 4S CL 20, KV2c LTE Intl	8	EA.		
39	CIK99G-OMN/ACLARA 16S, CL320 KV2C LTE Int	20	EA.		
40	ACLARA 16SCL 200 KV2CL LTE INT'L	10	EA.		
41	CIK999-OMN/ACLARA 9S, CL20 KV2c LTE Intl	22	EA.		
42	ACLARA 2S, LEF W/DISC INTL	500	EA.		
43	CUTOUT, TYPE C, 200 AMP, 15KV, W/HDW	30	EA.		
44	CUTOUT, TYPE C, 300 AMP, 15KV, W/HDW	15	EA.		
45	FUSE HOLDER, 200 AMPS CHANCE	30	EA.		
46	FUSE HOLDER, 300 AMPS CHANCE	15	EA.		
47	CUTOUT,TYPEC,100AMPS,15KV,W/HDW	800	EA.		
48	FUSE HOLDER, 100 AMPS, CHANCE	800	EA.		
49	CONDUCTOR, ALU, BARE, AA, DAHLIA, 556.5	153000	FT.		
50	CONDUCTOR, DUPLEX, INSL, CU, STR #6	307000	FT.		
51	CONDUCTOR, TRIPLEX, INSL, CU, STR #6	54000	FT.		
52	CONDUCTOR, TRIPLEX, INSL, CU, STR #4	81000	FT.		
53	CONDUCTOR, TRIPLEX, INSL, CU, STR #2	120000	FT.		
54	CONDUCTOR, TRIPLEX #1/0 CU	2000	FT.		
55	CONDUCTOR, CU, BARE, SOL, HD, #4	236000	FT.		
56	CONDUCTOR, QUADRAPLEX INSL, CU STR #2	2000	FT.		
57	CONDUCTOR, QUADRAPLEX # 4 STR.hackery-xlp	2000	FT.		
58	CONDUCTOR, QUADRAPLEX INSL, CU STR #2/0	2000	FT.		
59	CONDUCTOR, QUADRAPLEX INSL, CU STR #4/0	2000	FT.		
60	NUT, LOCK, 5/8	2900	EA.		
61	WASHER, SQ, FLT, 2-1/4 X 2-1/4 (3/4)	2600	EA.		
63	CLAMP, STRAIN STRAIGHT, BLTD, ALU 556.5	560	EA.		
64	INSULATOR, SPOOL, 3"	560	EA.		
65	WASHER, SQ, CURV, 2-1/4 X 2-1/4 (5/8)	510	EA.		
66	WASHER, SQ, CURV, 3 X 3 (3/4)	460	EA.		
67	BOLT, EYE, OVAL, 5/8 X 16"	440	EA.		
68	BOLT, SINGLE UPSET 5/8 X 18 (22OVERAL LENGTH)	410	EA.		
69	STRAND, GUY, EHS, SPOOL, 7/16	360	EA.		
70	CLEVIS, SECONDARY/DE, INSUL 5/8 (3" SPL)	270	EA.		
71	BOLT, MACHINE, 5/8 X 20"	250	EA.		
72	BOLT, DOUBLE ARMING (DA), 5/8 X 30"	200	EA.		
73	CLAMP, PG ALU, 3-B, 397-556.5 397-556.5	80	EA.		
74	CLAMP, STIRRUP, ALU,2/0-500STR, CRIMP	200	EA.		
75	CLAMP, HOT LINE, BRZ, 2/0 - 8 SOL	200	EA.		

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
76	CLAMP, DE, AUTO, CU, 4 SOL - 6 STR	60	EA.		
77	CLAMP, DE, AUTO, ALU 477 - 556.5	100	EA.		
78	CLAMP, PG BRZ, 2-B, 4SOL-4/0 - 4SOL-4/0	100	EA.		
79	CLAMP, PG ALU, 1-B, 3/0-400 - 6-3/0	100	EA.		
80	CLAMP, PG ALU, 3-B, 3/0-400 - 3/0-400	50	EA.		
81	NUT, OVAL EYE, 5/8	50	EA.		
82	BOLT, MACHINE, 5/8 X 18"	25	EA.		
83	BOLT, MACHINE, 3/4 X 16"	200	EA.		
84	NUT, LOCK, 3/4	20	EA.		
85	GRIP, GUY, PERFORMED, EHS, GREEN, 7/16	20	EA.		
86	PLATE, POLE EYE, 3/4" BOLTS, HEAVY DUTY	20	EA.		
87	STRAIN INS, GLASS, 54-1, 5/8 STR 3-1/2	10	EA.		
88	GUARD, GUY PLST PREFORMED, 8' 3/16 - 1/2	10	EA.		
89	NUT, THIMBLE EYE, SINGLE, 3/4	10	EA.		
90	ANCHOR, XPLT, 150 SQ IN, 5/8-3/4 ROD 16	10	EA.		
91	ROD, ANCHOR, TWINEYE, 3/4 X 8'	10	EA.		
92	XFMR, POLE, 7,979/13,800 Y 120/240, DB 10 KVA	43	EA.		
93	XFMR, POLE, 7,979/13,800 Y 120/240, DB 15 KVA	54	EA.		
94	XFMR, POLE, 7,979/13,800 Y 120/240, DB 37.5 KVA	4	EA.		
95	XFMR, Pole, 7,979/13,800 Y 120/240, DB 75 KVA	4	EA.		
96	XFMR, POLE, 7,979/13,800 Y 120/240, DB 100 KVA	15	EA.		
97	XFMR, POLE, 7,979/13,800 Y 120/240, DB 167 KVA	5	EA.		
98	XMFR, POLE, 7970/13800 277/480 Y DB 15 KVA	12	EA.		
99	XMFR, POLE, 7970/13800 277/480 Y DB 25 KVA	9	EA.		
100	XMFR, POLE, 7970/13800 277/480 Y DB 37.5 KVA	3	EA.		
101	XFMR, POLE 7970/13800 Y, 277/48 DB 50 KVA	6	EA.		
102	XFMR, POLE 7970/13800 Y 277/480 DB 75 KVA	3	EA.		
103	XFMR, POLE, 7.97/13.8, 277/480, DB 100KVA	3	EA.		
104	CONN, SPLIT BOLT, CU & CW 6 STR - 2STR #KS23	400	EA.		
105	CONN, OKLIP, 2-B, CU, 1/0-4/0 - 10-4/0 #KVS28	100	EA.		
106	CONN, SPLIT BOLT, CU & CW 8 STR - 4SOL #KS20	250	EA.		
107	CONN, SPLIT BOLT, CU & CW 1/0 STR - 350 #KS31	100	EA.		
108	CONN, SPLIT BOLT, CU & CW 2/0 STR - 500 #KS34	250	EA.		
109	TRUNNION LINE POST CLAMP - 0.5-1.06 inches	550	EA.		
110	TRUNNION LINE POST CLAMP - 0.25-0.56 inches	850	EA.		
111	INSULATOR PIN TYPE, 56-01 1 3/8, 15KV POLYMER TYPE	2200	EA.		
112	SPLIT BOLT CONNECTOR COPPER TO ALUM. WIRE 2 str to 1/0 str KSA1/0 KSU25	300	EA.		
113	GPA-Line Poles Studs 3/4" w/ Lockwashers/hot dop Gl, nuts	2000	EA.		

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
114	CLAMP, LINE POST ANGLE	400	EA.		

B) **PAYMENT TERMS:** CUC will process the Contractor’s invoice and net payment made within forty-five (45) calendar days in which services are received. The Contractor will submit progressive invoices every two weeks to CUC’s Finance and Accounting Section for the services rendered to CUC.

ARTICLE 3: CONTRACT DOCUMENTS:

It is hereby mutually agreed that the following list of instruments, which are incorporated herein by reference, shall constitute the Contract Documents, all of which are made part hereof, and collectively evidence and constitute the Contract between the parties hereto, and they are as fully a part of this Contract as if they were set out verbatim and in full herein, and are designated as follows:

- A) **EXHIBIT A:** Emergency Procurement Justification by Executive Director dated XX/XX/26
- B) **EXHIBIT B:** Scope of Work and Solicitation STS-PWR-SPN-26-NNN
- C) **EXHIBIT C:** Contractor’s Quotation/ref.# ____ dated XX/XX/26

ARTICLE 4: TERMINATION:

A) **TERMINATION FOR CAUSE:** CUC may discharge the Contractor and terminate this Contract for cause at any time when it shall determine that it has sufficient cause arising from dereliction or unsatisfactory performance of duty or failure to perform by Contractor in accordance with any requirement of this Contract or for misrepresentation by the Contractor or conviction of the Contractor of any felony. If the services of the Contractor are terminated for cause prior to completion of the above-specified duties, CUC may require repayment by Contractor of all advanced payments made for work CUC determines to be unsatisfactory and CUC may require delivery of any partially completed work.

B) **TERMINATION FOR CONVENIENCE:** CUC may terminate the services under this Contract in whole or, from time to time, in part, if the CUC Executive Director/Contracting Officer determines that a termination is in the best interest of CUC. Contracting Officer shall terminate by delivering to the Contractor a two-week notice of termination for convenience specifying the extent of termination and the effective date. Within two weeks of termination, the Contractor agrees to cease the services, turn over to CUC all data and other materials acquired for this Contract which have been paid for by CUC, and submit to CUC a claim for payment for those services provided prior to the termination date through demobilization.

C) **AFTER TERMINATION:** After receipt of a notice of termination, and except as directed by CUC’s Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- 1) Stop the supply and delivery of services as specified in the notice;
- 2) Place no further orders (referred to as subcontracts in this clause) for goods, services, or

facilities, except as necessary to complete the continued portion of this Contract;

- 3) Terminate all subcontracts to the extent they relate to the supply and delivery of the services terminated;
- 4) Assign to CUC, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the CUC shall have the right to settle or to pay any termination settlement proposal arising out of those terminations;
- 5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause;
- 6) Complete performance of the supply and delivery of goods or services not terminated;
- 7) Take any action that may be necessary or that the Contracting Officer may direct, for the protection and preservation of the goods related to this Contract that is in the possession of the Contractor and in which the CUC has or may acquire an interest;
- 8) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certifications prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no more than thirty (30) calendar days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this thirty (30) day period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after thirty (30) days or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to Contractor because of the termination and shall pay the amount determined.

D) DEFAULT: If the Contractor refuses or fails to perform any provision of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy any Contract provision, or commits any other substantial breach of this Contract, the Contracting Officer may notify the Contractor in writing of the delay or non-performance, and if not cured in ten (10) days or any longer time specified in writing by the Contracting Officer, such officer may terminate Contractor's right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Contracting Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Contracting Officer. The Contractor shall continue performance of the Contract to the extent it is not terminated.

- 1) **Remedies for Default:** In the event of a default by Contractor, CUC may take any one or more of the following steps:
 - i. Declare this Contract terminated by delivering to Contractor a Notice of Termination which shall be effective according to its terms;
 - ii. Seek enforcement of this Contract by suit in law and/or equity;
 - iii. Seek monetary damages as provided in this Contract or at law against Contractor; and,
 - iv. Seek other remedies provided by law and/or equity.

2) **Remedies not Exclusive:** The remedies provided by CUC above shall be nonexclusive and may be sought individually, cumulatively, or in addition to, or in conjunction with any other remedies provided in this Contract.

E) **CONTRACTOR'S DUTIES:** Notwithstanding termination of the contract and subject to any directions from the Contracting Officer, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which CUC has an interest.

F) **COMPENSATION:** Payment for completed services delivered and accepted shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer. CUC may withhold from amounts due to the Contractor such sums as the Contracting Officer deems to be necessary to protect CUC against loss because of outstanding liens or claims of former lien holders and to reimburse CUC for the excess costs incurred in procuring similar services.

G) **EXCUSE FOR NONPERFORMANCE OR DELAYED PERFORMANCE:** Except with respect to defaults of sub-contractors, the Contractor shall not be in default by reason of any failure in performance of this Contract in accordance with its terms if the Contractor has notified the Contracting Officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as, acts of God, acts of the public enemy, acts of CUC and any other CUC entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargo, or unusually severe weather. If the failure to perform is caused by the failure of a sub-contractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the supplies and/or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the Contract requirements. Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of such failure, and if the Contracting Officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of this Contract, the delivery schedule shall be revised accordingly, subject to the rights of CUC under the "TERMINATION FOR CONVENIENCE" clause.

H) **ERRONEOUS TERMINATION FOR DEFAULT:** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, be the same as if the notice of termination had been issued pursuant to the TERMINATION FOR CONVENIENCE clause.

I) **ADDITIONAL RIGHTS AND REMEDIES:** The rights and remedies provided to CUC in this clause are in addition to any other rights and remedies provided by law or equity.

ARTICLE 5: OTHER CONTRACTS:

CUC may award other contracts for additional supply of other materials, and the Contractor shall fully cooperate with such other Contractors and carefully fit his own work to that provided under other Contracts as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor.

ARTICLE 6: AMENDMENT:

CUC may enter into or amend an emergency contract upon approval by the Board of Directors if the emergency justification for entering into the contract still exists, and the contract or amendment is necessary to address the continuing emergency.

ARTICLE 7: CONTRACT BINDING:

It is agreed that this Contract and all of the Covenants hereof shall inure to the benefit of and be binding upon CUC and the Contractor respectively and his partners, successors, assigns and legal representatives. Neither CUC nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party. It is hereby mutually agreed by and between the parties hereto that no mechanic, contractor, subcontractor, material, man or other person can or will contract for or in any other manner have or acquire any lien upon the works covered by this Contract, or the land upon which the same is situated.

ARTICLE 8: INDEMNIFICATION FOR LOSS AND LIABILITY:

The Contractor shall fully indemnify, defend, and hold harmless CUC from and against any loss, cost, or damage of any kind, and expenses incurred, including reasonable attorney fees, and shall do the same for CUC against any and all liability or claim of liability, claim of loss, claim of damage, claim of expenses, including reasonable attorney fees, arising out of, or in connection with, the death or injury to any person or persons, the loss of or damage to any property, and/or costs to repair or replace materials damaged by any negligent act, omission, neglect, or fault on the part of the Contractor; Payment to contractor's employees, subcontractors, suppliers and vendors: save and except only that this indemnity shall not apply in the case of any death, injury, loss, or damage resulting from the negligence of CUC. Contractor shall also indemnify CUC from any legal action or costs arising from Contractor's material disposal procedures, including any refining and recycling programs. CUC approval of the process and procedures to be used shall not relieve the Contractor of any third-party liability, in this regard. In no event shall either party be liable to the other for any damages whatsoever in excess of one hundred percent (100%) of the total price paid by CUC to Contractor under this contract, unless the excess damage above one hundred percent (100%) of the total price paid by CUC to Contractor under this contract is caused by the negligent act, omission, neglect, or fault on the part of the Contractor. This Limitation of Liability clause will prevail over any conflicting or inconsistent statement in this Contract.

ARTICLE 9: GENERAL AND MANDATORY TERMS AND CONDITIONS:

A) **TAXES, LABOR AND IMMIGRATION:** The CUC shall be solely responsible for paying

any and all CNMI or Federal taxes for any items delivered hereunder, including, but not limited to, all customs duties, and excise taxes, unless otherwise indicated in the Agreement. CUC and the Contractor state that the Contractor has reviewed and understands 4 CMC §1105, further codified in the CNMI Department of Finance Regulations, NMIAC §70-10.1 concerning excise tax. The Contractor shall also be solely responsible for compliance with any and all applicable CNMI and/or Federal labor and immigration laws and regulations with respect to the performance required hereunder.

B) LAWS AND REGULATIONS: The Contractor shall conform to all laws, ordinances, rules and regulations that affect or govern the Contractor's performance under this Contract. The Contractor agrees to indemnify, defend, and hold the CUC harmless from and against all claims, lawsuits, appeals, judgments, fines, penalties, and related costs and expenses, including attorneys' fees and costs, arising from or related to any failure of the Contractor or its subcontractors, employees, or vendors to conform to such laws, ordinances, rules and regulations.

C) FEDERAL FUNDS: Any contract funded with federal funds is required to comply with all applicable federal laws, executive orders, policies regulations, and standards applicable to the specific project and provide federal agencies with access to Contractor records. Contractors have a duty to clarify applicable requirements prior to entering into the contract and by signature agree to comply with all applicable federal requirements.

D) RELATIONSHIP: For the purpose of this Contract, the Contractor shall be considered as an independent entity and not as an agent or representative of the CUC and it is understood that neither the Contractor nor its employees or subcontractor(s) shall act for, represent or bind the CUC in any capacity or manner whatsoever, except as specified elsewhere in this Contract, or as authorized in writing by the Contracting Officer.

E) ENTIRE CONTRACT: This Contract and the attachments hereto constitute the entire contract between the parties and supersede all previous contracts, agreements and understandings with respect to the subject matter hereof. The parties' duties, obligations and liabilities hereunder shall be limited to those expressly provided in this; Contract and the attachments hereto; and no other duties, obligations and liabilities shall be implied, except as provided by law. No amendments may be made to this Contract, except by mutual consent of the parties evidenced by a signed writing which conforms to the CUC Procurement Regulations requirements for contracts.

F) ASSIGNMENT: The Contractor shall not assign the whole or any part of this Contract without CUC's prior written consent.

G) CONTRACTING OFFICER: The Contractor shall be subject to the general supervision, direction, control, and approval of the Contracting Officer of CUC in any matter regarding this Contract. The Contracting Officer shall be the Executive Director of the CUC or a person specifically designated by him in writing to serve in that capacity with regard to this Contract. All notices, orders and directives within the scope of this Contract will be issued by CUC through the Contracting Officer or his designated representative.

H) NOTICE: Any notice under this Contract shall be in writing and shall be effective when

actually delivered in person or 10 days after being deposited in the U.S. mail, registered or certified, return-receipt requested, postage prepaid and addressed to the party at the address stated in this Contract or such other address as either party may designate by written notice to the other.

I) **CHOICE OF LAW AND FORUM:** This Contract shall be governed by the laws of the Commonwealth of the Northern Mariana Islands and any action whatsoever for the enforcement of, or for damages under this Contract, shall be brought exclusively in the Federal or Commonwealth Courts of the Northern Mariana Islands.

J) **SEVERABILITY:** If any provision of the Contract is found by a court of competent jurisdiction to be invalid or unenforceable as written, then the parties agree that the invalidity or unenforceability of such provision shall not affect the validity and enforceability of the remainder of the Contract.

K) **MANDATORY TERMS: The following contract provisions are required by CNMI law or regulation:**

1. **Regulations Controlling:** Pursuant to NMIAC § 50-50-025, no CUC contract covered by the CUC Procurement Regulations as stated in the Northern Mariana Islands Administrative Code (“NMIAC”) shall be valid unless it complies with said regulations [Commonwealth Register Vol. 29, No. 6 (June 18, 2007)]. The Contractor and the CUC Contracting Officer hereby certify that they have both read and understand said procurement regulations and have complied with all such regulations.
2. **Gratuities:** [NMIAC § 50-50-525 (a)] It shall be a breach of ethical standards for any person to offer, give or agree to give an 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 therefore.
3. **Kickbacks:** [NMIAC § 50-50-525 (b)] It shall be a breach of ethical standard 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.
4. **Prohibition Against Contingent Fees:** [NMIAC § 50-50-530]
 - 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 CUC 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.

- b. Representation of contractor. Every person, before being awarded a CUC contract, shall represent in writing that such person has not retained anyone in violation of this section. Failure to do so constitutes a breach of standards.
5. **Public Auditor:** [NMIAC § 50-50-260] As required by 1 CMC §7845, the Contractor and subcontractor(s) 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 until three (3) years have passed since the final payment pursuant to this Contract.
6. **Contract Disputes:** [NMIAC § 50-50-420] Any disputes arising under this Contract between the CUC and the Contractor shall be submitted to administrative review and appeal as provided for in Section 50-50-420 of said regulations before any action may be brought at law or equity. This provision shall not be construed to avoid or restrict or conflict with CUC's ability to declare and remedy a default under Article 4 of this Contract without first following the dispute procedure.
7. **Signature Requirements:** [NMIAC § 50-50-115 (a), (b), (c), (d), (h)] Before the execution of a contract, it must be reviewed and approved by the Executive Director or his designee to ensure compliance with the CUC Procurement Regulations. The contract shall next be approved by the Chief Financial Officer who shall certify the availability of funds. The Attorney General or the legal counsel for the Corporation shall then certify the form and legal capacity of the contract. The contract shall be approved first by the Executive Director, and the Chairman, Board of Directors, before it is signed by the contractor. It shall be the responsibility of the Executive Director to ensure that the contractor does not sign the contract or incur any expenses under it until all necessary government signatures have been obtained. No contract is effective against the Commonwealth until all of the Commonwealth officials whose signatures appear on the contract form have signed the contract.

L) MANDATORY FEDERAL CLAUSES:

1. **Equal Employment Opportunity.** All contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3, during the performance of this contract, must agree as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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 setting forth the

- provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The contractor will include the portion of the sentence immediately preceding paragraph (35.2) and the provisions of paragraphs (35.2) through (35.7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
2. **Davis Bacon Act.** The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the

Department of Labor to determine such locally prevailing wage rates. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 1, pt. 3 and pt. 5 as may be applicable, which are incorporated by reference into this contract.

3. **Copeland Anti-Kickback Act.** 1) Contractor. The contractor shall comply with 18 U.S.C. section 874, 40 U.S.C. section 3145, and the requirements of 29 C.F.R. pt.3 as may be applicable, which are incorporated by reference into this contract. 2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. 3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. section 5.12.
4. **Compliance with the Contract Work Hours and Safety Standards Act.** In contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contract agrees to comply with the following conditions:
 - a. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (36.1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (36.1) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (36.1) of this section.
 - c. **Withholding for unpaid wages and liquidated damages. Withholding Process.** CNMI Homeland Security and Emergency Management may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph on this contract, any

- other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 C.F.R. § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. Priority to withheld funds. The Department of Labor has priority to funds withheld or to be withheld in accordance with this section over claims to those funds by: (A) a contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties; (B) a contracting agency for its reprocurement costs; (C) a trustee (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate; (D) a contractor's assignee(s); (E) a contractor's successor(s); or (F) a claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- d. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (36.1) through (36.5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (36.1) through (36.5) of this section. In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.
- e. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for: (i) notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations; (ii) filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part; (iii) cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or (iv) informing any other person about their rights under CWHSSA or this part.
5. **Rights to Inventions Made Under a Contract or Agreement.** If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the

requirements of 37 C.F.R. 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 FEMA.

6. **Clean Air and Federal Water Pollution Control Act.** For all contracts in excess of \$150,000, contractor agrees to comply with the following:
 - a. **Clean Air Act.** The contractor agrees to comply with (1) all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq; (2) to report each violation to the CNMI, and understands and agrees that the CNMI will, in turn, report each violation as required to assure notification to the CNMI HSEM, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; (3) the contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
 - b. **Federal Water Pollution Control Act.** The contractor agrees to (1) comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq; (2) the contractor agrees to report each violation to the CNMI and agrees that the CNMI will, in turn, report each violation as required to assure notification to the CNMI HSEM, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; (3) the contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
7. **Suspension and Debarment.** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Vendor represents that they are not listed on the government-wide Excluded Parties List System in the System for Award Management.
 - a. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into.
 - b. This certification is a material representation of fact relied upon by CNMI HSEM. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CNMI and the CNMI/HSEM, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - c. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

8. **Byrd Anti-Lobbying Amendment.** Contractors who apply, bid or receive an award of \$100,000 or more shall sign and file the attached required certification. 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 recipient.
9. **Procurement of Recovered Materials.** CNMI and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ K; 2 C.F.R. § 200.322; Chapter V, ¶ 7.
 - a. Pursuant to Section 6002 of the Solid Waste Disposal Act, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.
10. **Prohibition on Contracting for Covered Telecommunications Equipment or Services.**
 - a. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—
 - b. *Prohibitions.*
 1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any

system;

- iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

- 1. This clause does not prohibit contractors from providing—
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- 2. By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that:
 - a. Are not used as a substantial or essential component of any system; and
 - b. Are not used as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

- 1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- 2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts

it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

11. **Domestic Preference for Procurements.** The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

12. The Vendor will comply with the mandatory standards and policies relating to energy efficiency in the Commonwealth’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6201.

13. **FEMA Access to Records.** (1) The contractor agrees to provide CNMI, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. **DHS Seal, Logo, and Flags.** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

15. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to a matter resulting from the contract.

17. **Program Fraud and False or Fraudulent Statements or Related Acts.** The contractor

acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

PROCUREMENT INFORMATION

For CUC Use Only:

Method of Source Selection:

- Competitive Sealed Bids
- Small Purchase
- Sole Source
- Emergency – IRV-STIS-PWR-SPN-26-103
- Competitive Sealed Proposals
- Construction
- A&E Services

Type of Contract:

- Firm Fixed Price
- Cost Reimbursement
- Time and Materials
- Requirements
- Definite Quantity
- Indefinite Quantity

Type of Procurement:

- Initial Procurement
- Subsequent Procurement
 - Following Proposal Protest
 - CUC's Option
 - Replacement for Defaulted Consultant
 - Re-procured - Contract Term Ended

List of CUC contract numbers of all related contracts with same Consultant:

-NONE-

[SIGNATURE PAGES FOLLOW]

SIGNATURES

(To be signed in order listed)

IN WITNESS WHEREOF the parties hereto executed this Contract as of the day and year first written.

1. Contracting Officer

I hereby certify that the procurement of this project complied with the provisions of NMIAC § 50-50 (CUC’s Procurement Regulations) and that this Contract is for a public purpose and that the Contract does not waste or abuse public funds.

Date

JOHN C. MAFNAS
Contracts Officer

2. Chief Financial Officer

Date

BETTINA G. TERLAJE
Chief Financial Officer
Certified Funds Available

§ _____

3. Office of the Attorney General

I hereby certify this Contract has been numbered and reviewed as to form and legal capacity.

Date

EDWARD MANIBUSAN
Attorney General,
Commonwealth of the
Northern Mariana Islands

SIGNATURES

(Continued from previous page)

4. Certificate of Contract Completion

I hereby certify that I have the authority to obligate the expenditure of funds for this project. I further certify that this Contract bears all the required signatures and is therefore complete.

Date:

KEVIN O. WATSON
Executive Director

Date:

ALLEN PEREZ
Chairman, Board of Directors

5. Contractor:

On behalf of the Consultant, I represent that I am authorized to bind the Consultant to the terms of this Contract, and by my signature I do so hereby accept the Consultant and bind the Consultant. In addition, I affirm that the Consultant has not retained any person in violation of §50-50-525 – Gratuities and Kickbacks - of CUC’s Procurement Regulations.

Date:

Name:
Title:
Contractor:

END OF CONTRACT
