

NOTICE TO PROPOSERS

1. DESCRIPTION OF WORK

This project is a turnkey emergency utility grid restoration for the island of Saipan in the Commonwealth of the Northern Mariana Islands following the catastrophic destruction caused by Super Typhoon Yutu as generally described in the Statement of Work and this Request for Proposals.

2. INTENT OF CONTRACT

The intent of the contract is for the Contractor to provide all labor, equipment, and materials necessary to supply, install, materials necessary to restore the Commonwealth Utilities Corporation's existing electric transmission and distribution system on Saipan within sixty (60) days of contract award for a firm fixed price. Personnel participating in this activity shall have OSHA training or equivalent, to ensure a safe working environment.

The Contractor shall complete the work in accordance with the Plans, Specifications and terms of the Contract, as approved by CUC. As mentioned above, as a result of this RFP the awarded contract will be a Firm Fixed Price contract which provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract. Maximum risk and full responsibility for all costs and resulting profit or loss will be the responsibility of the successful Contractor. The contractor will be responsible to control costs and perform effectively and delivery a complete power restoration in accordance with the term and conditions of the awarded contract. CUC's intent is to award a single competitive contract to a successful contractor that will manage all aspects of restoring power for which acceptance of completed services will be in the form of fully functioning uninterrupted power supply minus any repairs within 60 days.

3. 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 for Contract Administration.

4. LIQUIDATED DAMAGES

It is understood and agreed that liquidated damages shall be in the amount as noted in the Contract agreement and Scope of Work.

5. SEALED PROPOSALS

All proposals for this project shall be enclosed in a sealed envelope marked CUC-RFP-19-007

Proposal Validity Period: Proposals shall be valid for a period of 90 calendar days from the date of the submission deadline.

6. GENERAL REQUIREMENTS

- a. Unless noted elsewhere in the Contract Documents, the Contractor shall provide and pay for all the labor, materials, tools, equipment, water, light, power, transportation, superintendence, temporary construction, accommodations, and mobilization of every nature, and all other services and facilities necessary to execute, complete and deliver the work within the specified time frame for a firm fixed price.

- b. A pre-proposal site visit is required for all prospective Proposers to familiarize themselves with the condition of the Island and the scope of the project. The site visit will occur on November 16, 2018. This will be the ONLY time for a site visit that will allow the prospective proposer to properly bid a firm fixed price and actually know the level of effort required for full power restoration. CUC reserves the right to not accept and deny the submission of any proposals that are provided by a contractor that failed to execute a site visit.
- c. Proposers shall submit a list of the subcontractors describing the subcontract portion of the work. As the prime contractor, subcontractors are the sole responsibility of the prime contractor. CUC will not indemnify the prime contractor for the actions of their subcontractors.
- d. The Contractor is encouraged to seek out minority business enterprises that are potential subcontractors and actively soliciting their interest, capability and prices; however such action is not mandatory.
- e. A "minority business enterprise" shall mean a business of which at least 50 percent is owned by minority group members, or in the case of publicly owned businesses, at least 51 percent of the stock is owned by minority group members.
- f. A form has been included in Section EEO to be completed by the bidders, which will satisfy the certification requirements for Equal Employment Opportunity at the time of submitting the bid, if bidder intends to subcontract a portion of the work.
- g. Should the bidder fail to submit this certification or submit a false certification, the bid will be rendered non-responsive.
- h. Should the Contractor request permission to subcontract a portion of the work at any time during the life of the contract after the bid submittal, certification of affirmative action, as provided in paragraph (c) above, shall be furnished, if it has not been done so during the bidding stage. Forms of this certification will be available from the Contracting Officer. No subletting will be approved unless the Contractor demonstrates he has taken such affirmative action.
- i. The Contractor shall designate and make known to the Contracting Officer a liaison officer to administer the Contractor's minority business enterprise program.

7. CONTRACT TIME

The allowed project performance time for this project is Sixty (60) days after the date of the Notice-to-Proceed. CUC reserves the right to extend the contract at the initial negotiated price unilaterally, but will not exceed 60 days beyond the end date of the original contract performance period.

8. ADJUSTMENT OF CONTRACT TIME

The Contractor is reminded that this project is an emergency restoration project and thus timely performance is of the essence. The Commonwealth expects delivery of the completed project by the completion date. Proposers are required to propose an approach that will accomplish full power restoration within the 60 day timeframe which encompasses all aspects of the project.

9. NON-COLLUSION AFFIDAVIT

Each person submitting a bid for any portion of the work contemplated by the bidding documents shall execute an affidavit in the form provided herewith to the effect that he has not colluded with any other person, firm, or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.

10. METHOD OF AWARD

Upon approval of the Director of Homeland Security and Emergency Management, the Governor's Authorized Representative, and the Executive Director of CUC, a firm fixed price contract shall be awarded to the Proposer submitting the highest ranking, responsive and responsible proposal.

11. PAYMENT TERMS

Payment terms shall be net 30 from completion of all KPIs defined in the Scope of Work.

12. SUSPENSION OF PROCUREMENT REGULATIONS. Pursuant to his statutory emergency powers, Hon. Ralph DLG Torres authorized the suspension of the Commonwealth's Procurement Regulations in Executive Order 2018-22. No protests will be allowed or entertained in connection herewith.

EVALUATION CRITERIA:

CUC-RFP-TY-001 will be awarded (if at all) to the Proposer with the most advantageous proposal based on the established criterion by CUC as attached:

Price	45%	
Time of performance (less than 60 days)	5%	
Project Approach- Cost Benefit	30%	
Qualifications and Experience- Contractor and Key Personnel	20%	

*** END OF NOTICE TO PROPOSERS ***