

**COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS  
COMMONWEALTH UTILITIES CORPORATION  
SAIPAN, MP 96950**

THIS IS A FORM CONTRACT:  
THE FINAL CONTRACT MAY CONTAIN  
DIFFERING PROVISIONS. CUC DOES NOT  
INTEND TO NEGOTIATE THE MATERIAL  
TERMS OF THIS FORM CONTRACT WITH  
ANY PROPOSER. THEREFORE ANY  
PROPOSAL THAT INCLUDES TERMS THAT  
DIFFER FROM THE MATERIAL TERMS SET  
FORTH HEREIN WILL BE CONSIDERED TO  
BE 'NON-RESPONSIVE".

**CONTRACT NO.: CUC--19-xxx**  
REF. NO.: CUC-RFP-19-xxx

**CONTRACT FOR SUPPLY and SERVICES**

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This Contract for Construction 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 \_\_\_\_\_.

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**RECITALS**

1. CUC requires expedited services of CONTRACTOR to restore CUC’s electric power transmission grid on Saipan as specified in scope of work under Request for Proposal No. RFP 19-007, Rev 1, which is attached hereto and incorporated as **Exhibit A**. The scope of work includes but not limited to:
  - a) Procurement, supply, delivery, and mobilization of all necessary labor, materials and equipment for the purpose of completing an emergency restoration and resiliency of all disaster damaged areas of Saipan CUC’s electric power distribution system.
  - b) All labor required for this project includes without limitation the provision of all engineers and technical experts needed to perform and oversee the engineering and design work in coordination with CUC, as may be required.
  - c) Provide adequate documentation, schematics, and manuals in electronic and hard binders during handover. Daily progress reports on the project shall be submitted as agreed with CUC.

- d) Procurement of all permits required for contractor’s staff, equipment and project as noted in the contractor’s proposal for completion of the project as specified herein.
- e) Warranty of materials and workmanship and fitness for purpose for a minimum of two years of service in addition to any manufacture warranties.

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

**AGREEMENT**

**ARTICLE 1: THE CONTRACTOR SHALL** furnish all the articles, materials, equipment, systems and services specified herein, on the drawings, or required by accepted high quality industry practice, including all labor, materials, processes, taxes, fees, insurances, warranties, and incidentals required to provide a complete, operating and ready to use distribution grid. Work shall include but shall not be limited to the work described in the attached construction drawings (plans) and technical specifications. The Contractor shall provide services necessary to perform and complete, in a workmanlike manner, all work required for the emergency restoration and resiliency of all disaster damaged areas on Saipan’s CUC electric power distribution system (“completion of the Project”) in strict compliance with the Contract Documents herein mentioned, which are hereby made part of the Contract.

- A) **CONTRACT TIME:** The Contractor agrees to commence work immediately upon receipt of a written Notice to Proceed (NTP), and complete the Project ready for use as follows:
  - a. Perform emergency power restoration to CUC’s customers within ninety (90) calendar days;
  - b. Perform mitigation on areas where resilient material was not available at the time of emergency power restoration within an additional sixty (60) calendar days;
  - c. The Contractor is not bound to perform the resiliency scope of work within sixty (60) calendar days only after the ninety (90) day emergency restoration period has expired, but may perform both scopes of work simultaneously in the event resilient materials are available.

B) **SUBCONTRACTS:** Subcontracts shall only be permitted with the written approval of CUC, which approval and consent may be withheld at CUC’s sole discretion. No payment will be made by CUC for subcontracted work without certification of payment from Contractor to the Subcontractor. The Contractor agrees to bind every permitted subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and CUC.

**ARTICLE 2: CONTRACT PRICE:** CUC agrees to pay, and the Contractor agrees to accept, in full payment for the performance of this Contract, the amount of \$ \_\_\_\_\_  
\_\_\_\_\_ **DOLLARS.**

- A) **PAYMENT:** It is anticipated that funding for this contract will come from external sources. The Scope of Work requires Contractor to meet specific Key Performance Indicators (“KPI”) for both the emergency restoration work and the resiliency work as set forth in Tables 1 and 2

of the RFP. Payments for invoices covering mobilization, labor and material expenses, throughout the term of the Project, will be made based on the satisfactory completion and confirmation of an individual Key Performance Indicator as further set forth herein. Services related to the KPIs must be completed in the priority order of each KPI in its respective Table starting with Priority Number 1. Contractor may perform services on KPI's from each of the two tables at the same time as long as the priority orders for KPIs are being followed.

- B) Invoices for costs and expenses should be delivered to CUC after the completion of each KPI. Contractor may hold and bundle the invoicing for costs and expenses associated with each KPI to CUC at its discretion such that CUC may receive an invoice for costs and expenses associated with more than one completed and confirmed KPI. However, no invoicing can occur for costs or expenses associated with a particular KPI until 30 days following confirmation by CUC that all work required for the relevant KPI has been performed and completed in a manner satisfactory to CUC. Because payment of invoices is linked with the anticipation of funding from external sources, it is understood and agreed by Contractor that CUC will not make payment on any invoice until it has received the funding for such invoice.

### **ARTICLE 3: CONTRACT DOCUMENTS:**

It is 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:

- **Exhibit A:** RFP - Scope of Work;
- **Exhibit B:** Contractor's proposal (to the extent consistent with the Scope of Work);
- **Exhibit C:** Performance Bond and Payment Bond:  
**NOTE:** CUC **shall not issue** a notice to proceed ("NTP") without receipt of the performance bond and the payment bond and copy of a CNMI Business License. Failure to provide the required documentation within ten (10) days of execution of Contract would be considered to be default by the Contractor pursuant to Article 7 of this contract, and such failure could result in termination of this contract.
- **Exhibit D:** Mandatory Federal Contract Provisions.

In the event of any conflict between any exhibits and the text of this Contract, this Contract shall control.

### **ARTICLE 4: LIQUIDATED DAMAGES:**

The Contractor further agrees to pay to CUC the sums as stated below, not as penalty, but as reasonable liquidated damages for breach of this Contract by the Contractor by his failing, neglecting or refusing to complete the work within the time herein specified and said sums shall be paid for each consecutive calendar day and that the Contractor shall be in default after the time stipulated in the Contract for completing the work:

- A) Project work:
- i) Delay to supply Information - US\$5,000.00 per calendar week of delay or part thereof;

- ii) Delay to Complete and Deliver, installation and commission - US \$10,000.00 per calendar day of delay or portion thereof.

**B) Guaranteed Performance and Service:**

- i) The Contractor shall guarantee that the performance of the equipment to be supplied shall not be less than that provided in the schedules in this proposal;
- ii) The Contractor shall guarantee that the final installation of all equipment to be supplied in the proposal shall meet the requirements of the Scope of Work and other industry standards.
- iii) In terms of performance guarantee, the Contractor **shall provide a two-year guarantee of the work.**
- iv) During the guarantee period, no claims shall be made for lack of performance if the fault is rectified within 48 hours from the time of the failure. **For any down time exceeding this, damages of \$1,000.00 per hour will be paid to offset lost revenue caused by the lack of performance.**

**ARTICLE 5: TERMINATION:**

- A) **TERMINATION FOR CAUSE:** CUC may discharge the Contractor and terminate this Contract 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 determined to be unsatisfactory and 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 the 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 one (1) month from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one (1) month period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after one (1) month 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 equity ;
  - iii. Seek monetary damages as provided in this Contract or at law against Contractor; and,

iv. Seek other remedies provided by law 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. CUC may withhold from amounts due 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 6: PROHIBITION AGAINST 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.

**ARTICLE 7: OTHER CONTRACTS:** CUC may award other contracts for Consultancy work under other solicitation, and the Contractor shall fully cooperate with such other Consultants 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 8: 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 9: INDEMNIFICATION:** The Contractor shall fully indemnify CUC for, and save it harmless from any and all liability, claim of liability, loss, damage, and expense, including reasonable attorney fees, arising out of, or in connection with, the death or injury to any person or persons, or the loss of or damage to any property, caused by negligent act, omission, neglect, or fault on the part of the Contractor; or failure to pay 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 cost 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.

#### **ARTICLE 10: GENERAL AND MANDATORY TERMS AND CONDITIONS**

A) **Time for Performance:** Time is specifically declared to be of the essence in this Contract and for all acts required to be done and performed by the parties hereto, including, but not limited to, the delivery of the items, or completion of services within the time frame provided herein.

B) **Taxes:** The Contractor 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, if any. CUC and the Contractor state that the Contractor has been provided with, reviewed and understands 4 CMC §1105, further codified in the CNMI Department of Finance Regulations, NMIAC §70-10-.110 (q) concerning excise tax exemption.

C) **Laws and Regulations:** The Contractor shall conform with all laws, ordinances, rules and regulations which 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, law suits, 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 with such laws, ordinances, rules and regulations.

- 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) **Representation of Contractor.** By signing this Contract, the Contractor is representing in writing that such person has not retained anyone in violation of CNMI law as set forth in Section "17". Failure to do so constitutes a breach of ethical standards
- F) **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.
- G) **Assignment:** The Contractor shall not assign the whole or any part of this Contract without CUC's prior written consent. The Contracting Officer shall be able to delegate his authority under this Contract to another upon advance written notice to the Contractor.
- H) **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.
- I) **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.
- J) **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.
- K) **Force Majeure:** An event of Force Majeure occurs when an event beyond the control of the party claiming Force Majeure prevents such party from fulfilling its obligations. An event of Force Majeure includes without limitations, Acts of God (including floods, hurricanes and other adverse weather conditions, war, riot civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, action or inactions of government or other authorities, law enforcement, actions curfews, closure or disruption of transportation systems or other unusual travel difficulties or inability to provide services shall be suspended for the duration of the event of Force Majeure. In such event, Contractor shall be equitably compensated for time expended and expenses incurred during the event of Force Majeure.



- L) **Limitation of Liability:** Except as set forth herein, neither party shall be liable to the other party in contract, indemnity, warranty, tort/extra-contractual liability (including negligence), strict liability, or under any other legal theory for loss of profits or revenue, increased operating cost, or for any other incidental, indirect, special, punitive, exemplary or consequential damages or losses. In no event shall CUC be liable to Contractor for any damages whatsoever in excess of one hundred percent (100%) of the total price paid by CUC to Contractor under this contract. **THIS LIMITATION OF LIABILITY CLAUSE WILL PREVAIL OVER ANY CONFLICTING OR INCONSISTENT STATEMENT IN THIS CONTRACT.**
- M) **Documents:** Unless otherwise agreed, brochures, catalogs and other marketing materials are not binding. Designs, drawings, technical documentation and data contained in software or other electronic or paper medium are binding insofar as they form an integral part of this Contract. Contractor retains all rights to designs, drawings, documents, technical documents and software. CUC acknowledges these rights and shall not make such designs, drawings, documents and software available to any third party, either in whole or part, nor use them for any purposes other than the agreed purposes without prior written consent of Contractor. If the Deliverables includes software, CUC is hereby granted the non-exclusive and non-transferable right to use the software for the agreed purpose subject to any other license agreement to which CUC may become a party.
- N) **Confidentiality.** Contractor and Purchaser shall consider all information furnished by each other to be confidential and neither party shall disclose any such information to any other person, or use such information for any purpose other than performing its obligations under this Contract, unless it obtains written permission from the other party to do so.
- O) **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.
- P) **Source and Quality of Materials and Workmanship:** All electric hardware, equipment and systems installed by the Contractor on the electric power distribution system shall be applicable to the electric power specifications for Site 1, Site 2 and Site 3. The electric power distribution system operates at 60 Hertz and utilizes a 15 kV primary voltage specification with secondary voltages to match levels rated for U.S. residential class systems.
- Q) **MANDATORY TERMS:** THE FOLLOWING CONTRACT PROVISIONS ARE REQUIRED BY CNMI LAW OR REGULATION:

- i. **Regulations Controlling:** Pursuant to § 50-50-025, no CUC contract covered by the **CUC Procurement Regulations** shall be valid unless it complies with said regulations. [Title 50, Chapter 50-50 of the Northern Mariana Islands Administrative Code (August 2012)].

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.

- ii. **Gratuities:** [PR § 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.

- iii. **Kickbacks:** [PR § 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.
- iv. **Prohibition Against Contingent Fees** [PR § 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.
- v. **Public Auditor:** [PR § 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.
- vi. **Contract Disputes:** [PR § 50-50-420] Any dispute which the Contractor may have with CUC arising under this Contract 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 by the Contractor against CUC 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 5 of this Contract without first following the dispute procedure.
- vii. **Signature Requirements:** [PR § 50-50-115 (a), (b), (c), (d), (h), (i)] Before the execution of a contract, it must be reviewed and approved by the Executive Director or his designee to insure compliance with the CUC Procurement Regulations. The contract shall next be approved by the Comptroller 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. A contract shall contain a right to audit records clause.

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**PROCUREMENT INFORMATION**

For CUC Use Only:

Method of Source Selection:

- Competitive Sealed Bids
- Competitive Sealed Proposals**
- Small Purchase
- Sole Source
- x **Emergency**
- Request for Quotations

Type of Contract:

- Professional Services
- Architect / Engineer
- Supply of Goods
- Supply of Services
- Other - \_\_\_\_\_

List CUC contract numbers of all related contracts with same Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[SIGNATURE PAGES TO 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. Governor’s Authorized Representative**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**VIRIGINIA VILLAGOMEZ**

**2. Special Assistant for Homeland Security and Emergency Management**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**PATRICK GUERRERO**

**3. Governor of the CNMI**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**RALPH TORRES**

**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

\_\_\_\_\_  
**GARY P. CAMACHO**  
Executive Director

**5. Contractor:**

On behalf of the Contractor, I represent that I am authorized to bind the Contractor to the terms of this Contract, and by my signature I do so hereby accept for the Contractor, and bind the Contractor.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor:

Title:

=====  
**END OF CONTRACT**  
=====