REQUEST FOR PROPOSALS

CUC-RFP-25-021

INDEPENDENT POWER PRODUCER – SOLAR PHOTOVOLTAIC WITH BATTERY ENERGY STORAGE SYSTEM (BESS) FOR ALL ISLANDS, CNMI

SCOPE OF WORK,
TECHNICAL SPECIFICATIONS,
AND APPENDICES

Commonwealth Utilities Corporation
Office of the Executive Director
P.O. Box 501220
Saipan, MP 96950

August 2025

Commonwealth Utilities Corporation
Office of the Executive Director

REQUEST FOR PROPOSALS

CUC-RFP-25-021

INDEPENDENT POWER PRODUCER –
SOLAR PHOTOVOLTAIC WITH BATTERY ENERGY
STORAGE SYSTEM (BESS) FOR ALL ISLANDS, CNMI

The Office of the Executive Director, Commonwealth Utilities Corporation (CUC) is soliciting competitive sealed proposals from qualified vendors for Independent Power Producer-Solar Photovoltaic with Battery Energy Storage System (BESS) for all islands (Saipan, Tinian and Rota), Commonwealth of the Northern Mariana Islands (CNMI).

Prospective proponents must pre-register with the CUC Procurement & Supply Division. The Proposal Package may be obtained from our CUC website at www.cucgov.org under Procurement.

A Pre-Proposal Conference is scheduled on **September 9, 2025 at 10:00 AM (ChST)** at the CUC Main Conference Room, 3rd Floor, Room No.17, Joeten Dandan Commercial Building.

One (1) original and five (5) hard copies of the proposals must be submitted in a sealed envelope marked **"CUC-RFP-25-021: Independent Power Producer-Solar Photovoltaic with Battery Energy Storage System for All Islands, CNMI"** to the CUC Procurement & Supply Office, 3rd Floor, Room No. 3, Joeten Dandan Commercial Building, P.O. Box 501220, Saipan, MP 96950, no later than **10:00 AM (ChST) on October 30, 2025**. Late submissions and conditional proposals will not be considered. Proposals shall be submitted on the provided Proposal Forms. Proponents are required to complete all Proposal Forms. Proponents may supplement the form as appropriate. Proposals will be required to be submitted under a condition of irrevocability for a period of 60 days after submission. Late submissions and conditional proposals will not be considered.

A Payment Bond of one hundred (100%) percent and a Performance Bond of one hundred (100%) percent of the total bid price will be required upon the execution of the contract by the selected proponent. The Payment and Performance bond must be executed by a surety company holding a certificate of authority from the United States Secretary of Treasury as an acceptable surety. Surety Company must be authorized to do business in the Commonwealth of the Northern Mariana Islands, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

All proponents are advised that CUC assumes no responsibility for any act or omission on the part of the proponent due to lack of information or understanding of the proposal requirements in the course of proponent's preparation of a proposal.

Proponents are required to comply with all CNMI and applicable federal laws. The proposal and any ensuing contract shall be executed pursuant to the CUC Procurement Regulations.

All questions or requests for clarification regarding this project must be submitted in writing no later than **4:00 PM (ChST) on September 26, 2025** to Manny B. Sablan, CUC Purchasing Administrator, via email – manny.sablan@cucgov.org with a copy to Marcela Tenorio – via email marcela.tenorio@cucgov.org.

CUC reserves the right to reject any or all proposals for any reason and to waive any defects in the proposals, if, in its sole opinion, to do so would be in the best interest of CUC. All proposals submitted shall become the property of CUC.

KEVIN O. WATSON, MPA
Executive Director

JOHN C. MAFNAS
Contracting Administrator

Request for Proposals

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INDEPENDENT POWER PRODUCER - SOLAR PHOTOVOLTAIC WITH BATTERY ENERGY STORAGE SYSTEM (BESS) FOR ALL ISLANDS, CNMI

Table of Contents

1. Introduction and Overview

1.1 Introduction

The Commonwealth Utilities Corporation (CUC) in the U.S. Commonwealth of the Northern Mariana Islands (CNMI) is inviting power plant developers to submit proposals to supply the power needs of CUC's electrical systems. CUC has three separate power systems operating on the three populated islands of the CNMI: Saipan, Tinian, and Rota. This Request for Proposals (RFP) process is being executed in accordance with the provisions of Title 50, Chapter 50 Northern Mariana Islands Administrative Code: Procurement Regulations of the Commonwealth Utilities Corporation. Based on the results of a two-phased proposal evaluation process, proponents will be selected to negotiate power supply agreements with CUC.

With the exception of small renewable energy systems, primarily roof top solar systems, all of the electric power plants on CUC's system are powered by imported diesel fuel. As a result, the electric rates are among the highest in the United States and subject to the volatility of fuel prices in the market. In addition, the power plants on Saipan, the largest and most populated CNMI island, have met the end of their economic life. As such, CUC is faced with deciding among costly options to replace the current generating infrastructure, or augment it with Renewable Energy using Solar Photovoltaic with Battery Energy Storage System (BESS). CUC expects that the development of large-scale solar power generation will result in environmentally friendly power, reduce dependence on fossil fuels, reduce operating costs, and ultimately result in greater reliability and long-term cost savings for customers.

1.2 Energy Resource and Renewable Energy Integration Planning

CUC is cognizant that it is in the best interest of all stakeholders to carefully consider all feasible supply-side and demand-side resource options using an unbiased and proven approach, and to ensure that only the most cost-effective investments are made. CUC has recently completed the updated Integrated Resource Plan (IRP) which identified solar photo-voltaic (PV) with battery energy storage system (BESS) in conjunction with diesel generation as the most viable energy resource mix for the CNMI.

The table below is the system configuration proposed for each island in the CNMI as investigated in the Integrated Resource Plan. The table includes the estimated hours of BESS to be installed by the selected proponent(s) for contingencies to allow the CUC to turn on a diesel unit.

Table 1.2: System Configuration Proposed for Each Island.

Island	Option	Solar PV (MW)	BESS (MW)	BESS (MWh)	Hours of BESS
Saipan	Solar PV + BESS	60	48	192	4
Tinian	Solar PV + BESS	10	8	32	4
Rota	Solar PV + BESS	3	2	8	4

1.3 Overview of Diesel Power Generation and Proposed Solar Capacities

CUC will consider proposals for firm and non-firm resources of the approximate total capacity levels for the three islands shown in Table 1.3

Table 1.3: Energy Resources and Future Need by Island

Island	Current Available Diesel Generating Capacity (MW)	Year 2025 Power Requirement (MW)	Within 25 years Contract Solar + BESS Energy Requirement (MWh)
Saipan	44.0	Minimum – 26.0 Maximum – 40.0[1]	Min. 240 MWh/day[2] Max. 300 MWh/day
Tinian	8.8	Minimum – 1.8 Maximum – 2.2[3]	Minimum – 18 MWh/day[4] Maximum – 22.5 MWh/day
Rota	3.7	Minimum – 1.0 Maximum – 1.6[5]	Minimum – 12 MWh/day[6] Maximum – 15 MWh/day

CUC expects to contract a large-scale solar power generation supply with BESS for the three islands (Saipan, Tinian and Rota). **These renewable energy power plants are to commence commercial operation within 24 months from the date of award of the contract and provide dispatchable renewable energy for a contract term of 25 years minimum.** Projects with longer times to completion or shorter contract terms may be considered but may not score as well under the evaluation methodology used, as described more fully herein.

1.4 Operation Philosophy

The Philosophy of Operation is established, managed and coordinated by the System Operator/Grid Controller (i.e. CUC) based on CUC Grid Code/Protocols. The CUC Grid Code/Protocol provides the operational framework and power generation hierarchy for the Commonwealth Utilities Corporation (CUC). It defines how the IPPs interact with the existing Electrical Grid. The CUC Grid Code/Protocol supports a flexible and resilient energy transition framework for CUC by prioritizing diesel generators for baseload and system strength, while using Renewable Energy resources during the daytime hours for peak shaving, ancillary services, and resilience capabilities like anti-islanding. The Grid Controller acts as the intelligence layer, enabling safe coordination between generation resources across normal, contingency conditions and Operational Priorities such as:

- Ensure protection, coordination, and safety of people and assets
- Ensure safe, reliable, and efficient energy supply
- Provide, maintain and support grid reliability and stability
- Maximize renewable penetration responsibly

[1] Based on the Latest Load Profile (Electricity Need) of Saipan.
[2] This quantity is based on 40% of the present daily energy consumption in Saipan.
[3] Based on Latest Load Profile (Electricity Need) of Tinian.
[4] This quantity is based on 40% of the present daily energy consumption in Tinian.
[5] Based on Latest Load Profile (Electricity Need) of Rota.
[6] This quantity is based on 40% of the present daily energy consumption in Rota.

- ❖ Minimize fuel consumption at diesel power stations
- ❖ Provide fast recovery during outages or blackouts
- ❖ Provide a spinning reserve with high efficiency
- ❖ IPP is required to communicate via phone and/or radio as needed on a daily basis and must be available at all times to respond to planned and unplanned emergencies.

IPP shall be responsible for providing its own supervisory control and data acquisition (SCADA) system in their local area and to connect to the existing SCADA network of CUC, to facilitate data acquisition, monitoring and control.

The IPP is expected to design a renewable energy system that is responsive to the power demand needs in the three islands of Saipan, Tinian and Rota. The renewable energy system must be dispatchable and will work in synchronization with the existing generators of the three islands, wherein the diesel power plants will serve as baseload power supply. It should enable a significant reduction of diesel consumption in the three islands. The penetration of renewable energy must not endanger the stability of the island grids. The IPP must ensure that the renewable energy that is dispatched by the System Operator will have unhampered flow to the end-users, i.e. residential, commercial, government, and industrial electricity consumers.

The proponent or IPP may propose a bigger Solar PV Capacity, to fulfill its commitment to supply the needed renewable energy penetration, which is reliable, dispatchable, and in synchronization with the existing diesel power systems in the islands of Saipan, Tinian and Rota.

CUC will consider award of a contract for solar power generation supply that is deemed to be proven, reliable, and economically and technically feasible for use within the CNMI. The proposed solar power supply options will be evaluated based on the criteria provided in this RFP. At a minimum, CUC expects to receive proposals related to the following technologies for each of the three Islands (Saipan, Tinian, and Rota):

a) Solar Photovoltaic Generation

b) Battery Energy Storage System (BESS)

c) Power Plant Controller

d) Grid Controller System

Again, CUC will consider all technologies that are proven to be reliable and are economically and technically feasible for use within the CNMI; as such, the list provided is not intended to represent the complete universe of options available for consideration. *Unproven* or e*xotic* technologies will be disqualified and will not be considered for further evaluation. For purposes of this RFP, *unproven* or *exotic* technologies are those that have not been reliably operating in a utility-scale environment for a minimum of five years.

Each proponent may also submit more than one proposal, as is described in more detail in Section 4.8 “Submitting More than One Proposal.”

1.5 Overview of Evaluation Process

Proposals will first be qualified in terms of the feasibility of technology/solution contained therein and the likelihood that the proponent can actually deliver on what is proposed. This first phase of the evaluation will be referred to as **Phase 1** or the **Qualification Phase**. Once the proposal is qualified, the second and final phase of evaluation will begin, which is the evaluation of cost. This phase will be referred to as **Phase 2** or the **Costing Phase**.

Because the qualification phase will occur first without regard to price, each proponent must submit its proposal in two distinct segments, using two separately sealed packages:

(i) a **Technical Proposal** package that contains the proponent's qualifications and proposal technical details, and

(ii) a **Cost Proposal** package that contains the proposal's cost-related information.

Phase One (Qualification Phase) of the evaluation process will consist of an evaluation of the Technical Proposal packages without reference to the Cost Proposal packages. The Cost Proposal packages shall remain sealed until Phase One concludes with the selection of Qualified Proposals.

Phase Two (Costing Phase) of the evaluation process will involve a detailed evaluation of the Qualified Proposals in terms of cost, leading to the selection of one or more proponents for contract negotiation.

1.6 Schedule

Table 1.6 provides the RFP Milestone Schedule. CUC reserves the right to revise the RFP Milestone Schedule at its sole discretion.

Table 1.6: RFP Milestone Schedule

RFP Milestone	Estimated Dates
Issue RFP - Advertisement	August 26, 2025
Pre-Proposal Conference and Webinar	September 9, 2025
Registration Deadline	The Proponent Registration Form must be submitted prior to 5:00 pm on September 26, 2025
Proponents' Questions (RFI) Deadline	September 26, 2025
CUC Responses to Questions Deadline	Responses from CUC will be submitted within 10 working days
Proposal Submittal Deadline	Proposals must be submitted prior to **10:00 AM (CHST) on October 30, 2025**
Notification of Qualified Proponents	November 19, 2025
Begin Negotiations of Contract(s)	November 20, 2025
Notification of Intent to Award Contract(s)	November 26, 2025
CPUC Review and Approval of Contract(s)	December 12, 2025
Execution of Contract(s) - Notice to Proceed(s)	December 23, 2025

1.7 Overview of CUC

CUC is an autonomous agency of the CNMI government that operates the electric power, water, and wastewater services within the CNMI. CUC has three operating divisions: 1) Power Generation (PG) 2) Power Transmission and Distribution (T&D), and 3) the Water & Wastewater Division (W&WW).

CUC has approximately 17,400 power customers and revenues totaling $97 million for the fiscal year ending September 30, 2024. Approximately 70% of all power revenues are used to pay fuel commodity, delivery, and handling expenses. CUC has a total of 458 employees of which there are 94 PG employees on the island of Saipan, 8 PG employees on the island of Tinian and 6 PG employees on the island of Rota. CUC is overseen

by a government appointed eight-member Board of Directors (Board). CUC is regulated by the CNMI Public Utilities Commission (CPUC), which currently is composed of four appointed members (intended to be five members) who review and approve/deny rate changes and review and approve major expenditures and investments.

CUC began operation of the utility services within the CNMI in 1987, taking over those functions from the Commonwealth's Department of Public Works. CUC expects that the development of large-scale solar power generation will result in environmentally friendly power, reduce dependence on fossil fuels, reduce operating costs, and ultimately result in greater reliability and long-term cost savings for customers. The most feasible and most advantageous financing and contracting plan for the Solar PV plus Battery Energy Storage System (BESS) power is not known at this time; as such CUC does not have a predetermined path forward at this time. CUC will consider all feasible options and welcome proposed arrangements, ideas, or general input from proponents as part of this RFP process. CUC will consider all options including:

- a long-term independent power producer (IPP) contract where CUC is merely the purchaser of power and some other entity(ies) own/operate the power supply project(s) and/or integrated solution for the duration of the contract; payments to the contractor would be funded through rate revenues or some other means.
- a tolling-type arrangement, where CUC pays for energy conversion services; payments to the contractor would be funded through rate revenues or some other means.
- any other feasible arrangement.

1.7.1 Generation Overview

The current total generating capacity that is operated and maintained by CUC on the three islands is shown in Table 1.7.1.

Table 1.7.1: Generating Resources by Island

Island	Plant Name	Plant Capacity (MW)	Five Year Avg. Ann. Prod. (MWh)	Five Year Avg. Prod. Cost ($/MWh)	Plant Age	Fuel Type/ Engine Type	Owner/ Operator	Contract Type/Entity/ Term
Saipan	Power Plant I	24	201,738		23-39	Diesel / Reciprocal	CUC	N/A
Saipan	Power Plant II	4	13		38-43	Diesel / Reciprocal	CUC	N/A
Saipan	Power Plant IV	4	8,103		38-58	Diesel / Reciprocal	CUC	N/A
Saipan	Aggreko	12	104,832	0.28	1	Diesel/ Reciprocal	Aggreko	1 yr.
Tinian	Tinian	8.8			26	Diesel / Reciprocal	CUC	N/A
Rota	Rota	3.7			11-35	Diesel / Reciprocal	CUC	N/A

1.7.2 Electrical System Overview

Saipan

CUC operates a power transmission and distribution system in Saipan that includes both overhead and underground lines. Saipan has a significant number of overhead lines, primarily at 13.8 kV but also some at 34.5 kV, with approximately 191 miles in total. CUC also utilizes an underground power transmission system, with a 5.3-mile stretch at 35 kV, connecting the main Power Plant 1 to a step-down substation.

Tinian

CUC operates a power transmission and distribution system on Tinian. It has a significant number of overhead lines, primarily at 13.8 kV but also some at 4.16 kV.

Rota

CUC operates a power transmission and distribution system on Rota. It has a significant number of overhead lines at 13.8 kV.

Refer to Appendix D for the maps of the CUC power transmission and distribution systems for Saipan, Tinian and Rota mentioned above.

1.8 RFP Document Organization

Section 1 of the RFP provides introductory and background information to prospective proponents regarding CUC, the IRP, the RFP and its schedule and an overview of the evaluation process. The remaining sections of the RFP are organized as follows:

- **Section 2: General RFP Instructions** provides general directions and guidelines to proponents and includes information regarding correspondence, amendments, and other similar information.
- **Section 3: Required Proposal Contents** focuses on those specific concepts that need to be clearly explained within each proponent's submittal in order for the proponent to be qualified and considered for award of contract. Section 3 also discusses how to address proprietary/confidential information.
- **Section 4: Proposal Submittal and Changes** describes the process and instructions for submitting proposals, delivery information, changes, non-repudiation, and related subjects.
- **Section 5: Evaluation of Proposal** provides a more detailed discussion of the evaluation methodology to be used in determining the Qualified Proposals and how those Qualified Proposals will be designated as acceptable to move to the negotiations phase and eventual award of contract.
- **Section 6: Negotiation of Proposals and Award** discusses the expectations of CUC related to negotiation and award of the contract, including responsibilities of parties, price validity, and development security instruments.
- **Section 7: Technical Proposal Requirements for Project Feasibility** describes the technical details that must be provided in order to effectively evaluate each proposed project/solution. The information

requested as part of this Section will be used to qualify the project as technically feasible. This includes specific information regarding size and operating characteristics, interconnection, and environmental attributes. Much of the information discussed in this section will be provided by proponents as part of the "Project Technical Requirements" worksheets/templates located in Appendix B.

- **Section 8: Technical Proposal Requirements for Developer Qualification and Development Risk** focuses on describing the required qualifications of each proponent and how each will be scored based on the likelihood the project will be placed into commercial service. A discussion of evaluation criteria used to address construction and developments risks is provided.

- **Section 9: Technical Proposal, Other Project Characteristics** provides a discussion of how other characteristics should be addressed within the proposal and how they will be evaluated. This includes characteristics such as fuel supply and fuel diversity, outage expectancy, point of delivery, dispatchability, after-contract agreements, termination dates, etc.

- **Section 10: Cost Proposals** should provide a clear description of the costs associated with the proposed project/integrated solution and how certain aspects of the project will be paid for and by whom. **The cost proposal must be submitted separately from the technical proposal in a sealed envelope labeled "Cost Proposal for CUC-RFP-25-021."**

- **Appendix A: General Affidavits, Checklists, Bond Forms** contains the required RFP forms, checklists, and affidavits that are not specifically related to the feasibility of the project(s) or qualifications of the proponent.

- **Appendix B: Technical Proposal and Evaluation Forms/Templates/Worksheets** contains the project technical requirements forms/worksheets/templates, specific for each technology type as well as the project development requirements forms/worksheets/templates. Appendix B also contains the "Phase 1 Evaluation: Qualifying Scoring Worksheet."

- **Appendix C: Cost Proposal Worksheet** contains all cost/price information required for evaluation during Phase 2, Costing Evaluation

- **Appendix D: Transmission Map** provides the location of major transmission lines, substations, and existing generation facilities.

- **Appendix E: Form Contract** provides a sample contract with CUC terms per CUC regulations.

2 General RFP Instructions and Information

2.1 Correspondence from/to CUC

Complete sets of the RFP documents are available for download in electronic format at CUC's RFP website at www.cucgov.org. Proponents must fill out and submit to the "CUC Procurement Contact for the Independent Power Producer – Solar Photovoltaic with Battery Energy Storage System RFP" a **Proponent Registration Form by September 26, 2025**. **Registration is required in order to receive timely updates and notifications regarding the RFP process, RFP meetings/conferences/webinars, and other necessary information.** There is no fee to register as a proponent or download the RFP documents. The CUC Procurement Contact (i.e.

Manny Sablan) for this project will notify proponents of receipt of their registration via email. The Proponent Registration Form is provided in Appendix A.

Please submit the Proponent Registration Form via hardcopy or electronically to:

CUC Procurement Contact for the Independent Power Producer – Solar PV with BESS RFP:

Manny B. Sablan, Jr.
Purchasing Administrator
Address: Commonwealth Utilities Corporation
Third Floor, Room 3, Joeten Dandan Commercial Bldg.
P.O. Box 501220
Dandan, Saipan MP, 96950

Office Phone: (670) 664-4282
Email: manny.sablan@cucgov.org
Independent Power Producer – Solar Photovoltaic with Battery Energy Storage System (BESS)
Link: www.cucgov.org

Original RFP documents, as well as all addenda, amendments, changes, and/or supplemental information will be posted to CUC's RFP website. All proponents will be required to acknowledge receipt of all posted documents and information as part of their proposal submittal.

2.2 Pre-Proposal Conference and Webinar

CUC will host a Pre-Proposal Conference and Webinar on **September 9, 2025, at 10:00 AM Chamorro Standard Time (ChST)**. The Conference and Webinar will be provided as an opportunity for proponents to ask questions regarding the proposal documents and the process. CUC will answer questions as appropriate and as time permits. All questions asked and answered will be documented and provided as addenda to the RFP. Questions that are not answered/resolved during the conference and webinar will be researched and answered in written format later, before the CUC Responses to Questions Deadline.

2.3 Acceptable Correspondence

Outside of the Pre-Proposal Conference and Webinar and any other such formal, pre-arranged, announced, open discussions available to all prospective proponents, all questions and requests for clarifications in connection with this RFP, and any other correspondence to CUC regarding this RFP, must be received in a written, traceable, and easy to archive and disseminate format. As such, all correspondence must be submitted electronically via email to the CUC Procurement Contact (i.e. Manny Sablan) for this project whose contact information is provided in Section 2.1 above. Questions or requests for clarification must be received by no later than **Developer's Question Deadline on September 26, 2025 at 4:00 PM ChST**, in order to be considered.

Any requests for clarification or questions asked and answered as part of the process will be provided in written format and posted to CUC's website at ww.cucgov.org and distributed via email to all registered proponents as addenda to the RFP. **It is each proponent's responsibility to ensure they have received all documents posted to the CUC's website. The CUC website at ww.cucgov.org is the official source of such information and the distribution to proponents by CUC via email as a courtesy only. Proponents should check the website regularly in case distribution of emailed information goes astray.**

CUC has crafted this RFP document and designed the process to be as responsive as possible to proponents' potential questions and concerns. CUC will make a reasonable effort to respond to inquiries received. However, due to the limited time and financial and personnel resources available, CUC will not be able to answer questions that are frivolous, inordinately time consuming or onerous to answer, not pertinent to procurement of new power supply resources, and the like. If CUC is unwilling or unable to answer a particular question, it will notify the proponents accordingly.

2.4 Restrictions on Attempts to Cause Undue Influence

Upon the issuance date of this RFP, outside of those acceptable correspondence and communications methods outlined herein, any attempt by a proponent to contact the management or staff of CUC, members of the CNMI Legislature or their staff, members of the Board or their staff, or the CPUC or their staff regarding the RFP and/or any attempt to use any form of contact other than hardcopy or emailed written correspondence, such as telephone calls, in-person meetings, texts over mobile devices, and others, will be viewed as an attempt to create undue influence over the procurement process and hence that proponent's proposal will be disqualified on these grounds. This applies to any such attempts discovered during or after the evaluation of proposals and contract negotiations.

2.5 RFP Amendments

Any amendment, modification or addendum issued by CUC in relation to this RFP prior to the Proposal Submittal Deadline shall be binding to the same extent as if written in the original RFP. All amendments, modifications, or addendum shall be posted at CUC's website at www.cucgov.org and notification of such postings shall be emailed to those proponents registered. **Again, it is each proponent's responsibility to ensure they have received all documents posted to the CUC's website. The CUC website is the official source of such information and the distribution to proponents by CUC via email is a courtesy only.**

2.6 Cancellation/Delay

CUC reserves the right to delay the contract award or to cancel the RFP at any time prior to contract signing. If the RFP is cancelled, a notice of cancellation providing the reason for cancellation shall be sent to all proponents and all proposal materials will be promptly returned. The RFP may be cancelled for certain reasons, including but not limited to, a lack of responsive proposals, a lack of qualified proponents, and/or a lack of feasible options. The CUC Procurement Regulations Subpart B – Cancellation of Invitation for Bids or Request for Proposals states:

§ 50-50-235: Cancellation

An invitation for bids or request for proposals may be cancelled, and any and all bids or proposals may be rejected, when such action is determined in writing by the Director and approved by the Chairman, Board of Director to be in the best interest of CUC or any of the following reasons:

i) *Inadequate or ambiguous specifications contained in the solicitation;*
ii) *Specifications which have revised;*
iii) *Goods or services being procured which no longer required;*
iv) *Inadequate consideration given to all factors of cost to CUC in the solicitation;*
v) *Bids or proposals received indicate that the needs of CUC can be certified by a less expensive good or service;*
vi) *All offers with acceptable bids or proposals received are at unreasonable prices; or*

vii) *Bids were collusive.*

2.7 Use of English Language and Currency

Proponents should submit all correspondence and proposal documents using English language exclusively. Any correspondence or proposal information submitted in a language other than English will not be considered by CUC. All cost information should be provided in U.S. dollars. Future years' cost and price information should be provided in then-current year U.S. dollars (nominal dollars).

2.8 Examination of Technical and Functional Requirements and RFP Documents

Before submitting a proposal, it is the responsibility of proponents to carefully examine and become familiar with the contents of the RFP documents in order to gain a full understanding of the nature and extent of the work along with any general, local and site-specific conditions that may affect the work to be done and the labor, materials and equipment required to execute the work. CUC accepts no responsibility or liability regarding proponents' comprehension or understanding of the RFP documents. Ignorance on the part of proponents of any part of the RFP documents and technical requirements will in no way relieve them of the obligations and responsibilities assumed under the contract.

2.9 Acceptance/Rejection of Proposals

CUC reserves the right to accept or reject any or all proposals, or to waive any irregularities in any proposal, when it is determined that such action is in the best interest of CUC. If a proposal is rejected, a notice of rejection providing the reason for rejection shall be sent to the proponent.

2.10 Applicability of Laws

Proponents are required to ensure that their proposals are in conformance with applicable federal and local laws, regulations, ordinances, and rules that may impact such factors as: the construction schedule, capital cost, operating cost, and performance of any proposed power supply resource. Ignorance of applicable laws and regulations will not relieve the proponents of responsibility to comply with said laws and regulations, or the obligations and responsibilities assumed under the contract.

2.11 Collusion or Anti-Competitive Practices

When, for any reason, collusion or other anticompetitive practices are suspected among proponents, notice of the relevant facts shall be transmitted to the CNMI Attorney General. Proponents suspected of collusion or other anticompetitive practices may be suspended or debarred from participating in future procurement opportunities for a specified period.

2.12 False Statements

Proponents must provide full, accurate, and complete information as required by this RFP and its attachments. The protections and prohibitions against proposals which deceive, mislead, or confuse is prescribed in detail in the CNMI Consumer Protection Act, 4 CMC §§ 5101-5123. Proponents knowingly providing false statements or otherwise attempting to mislead or defraud CUC in any way may be subject to the laws, penalties, and remedies afforded under CNMI law.

2.13 Notice of Evaluation of Proposal

As discussed in detail in Section 5, each proponent will be first notified as part of the evaluation process whether their proposal is deemed qualified, then they will be notified whether they will move on to the contract negotiations phase.

Qualified proponents will be notified via email for all evaluation notifications. Proposals deemed unqualified, not cost-effective, or otherwise dismissed for further evaluation will receive notification via email.

Disputes over proposal evaluation and dismissal must be addressed through the process available under Title 50, Chapter 50 of the Northern Mariana Islands Administrative Code: Procurement Regulations of the Commonwealth Utilities Corporation as described in Part 400 – Protests and Disputes. A copy of Title 50, Chapter 50 is available for download from the CUC website at www.cucgov.org.

Please note that the designation of a qualified proposal, and the act of entering into contract negotiations, is not a guarantee of an eventual contract. A contract will only be executed upon mutually agreeable terms and conditions which must be negotiated in good faith by both parties. CUC reserves the right to cancel the negotiations process at any time.

2.14 Cost of Proposals

Proponents shall bear all costs associated with the preparation and submittal of proposals and negotiation of any contract in connection with this RFP. CUC will not be responsible or liable for any proposal or negotiations costs incurred, regardless of the outcome of the RFP process.

2.15 Documents Executed Outside CNMI

Certain documents, including documents defining the constitution of a joint venture, consortium, company, or firm, if executed outside the CNMI, whether required to be submitted with the proposals or after the award of the contract, must be authenticated by a Notary Public or other official authorized to witness sworn statements. These requirements for documents are noted as such in Table 3.2.

3 Overview of Proposal Contents

3.1 Overview of Required Information

Proponents should provide as detailed and comprehensive as possible responses to all of the required components, in order to maximize the chances of their proposals being considered complete, responsive, and qualified for further consideration. Proponents are expected to give clear descriptions of the proposed technology or technologies, size, expected energy production, capacity factor, intermittency of power supplied, construction timeline, expected permitting process and timeline, locational information as known or as applicable, interconnection with the CUC system, operations and maintenance characteristics/ requirements, annual costs, and why the proposed project(s) would be of benefit to CUC.

As described more fully herein, proponents will be expected to provide information about their experience and expertise in developing similar projects or integrated solutions and an honest assessment of their track record for delivering on proposals. **Valid references must be provided, and these references will be contacted by CUC as part of the evaluation process.** CUC reserves the right to investigate fully all proponents' track records in terms of project development successes and failures, legal matters, customer/client satisfaction, and any other issue that may have a bearing on the proponents' ability to deliver what is being proposed and to perform their duties and responsibilities required under the contract.

Proponents will be expected to provide written information around these and other topics as well as to fully complete the necessary forms/worksheets/templates as applicable contained in Appendix B. CUC recognizes that not all proposed projects/integrated solutions will necessarily fit neatly in the predetermined

forms/worksheets/templates, and as such CUC reserves the right to ask for additional information as required and/or to waive completion of some of these documents depending on the details of the projects/integrated solutions proposed.

3.2 Documents and Forms

The RFP provides descriptions and checklists of the required components for proposals in order for them to be considered complete and responsive. In addition to information describing the overall project, the components required as part of the Technical Proposal package and the Cost Proposal package include documents/forms/templates which are provided as part of Appendices A, B, and C to this RFP. These include two separate affidavits which must be notarized (Appendix A), Technical Proposal forms and worksheets (Appendix B), and Cost Proposal forms and worksheets (Appendix C), among others. Other documents, such as articles of incorporation, audited financial statements, and certificates of good standing are also required. Certain of these documents are required to be submitted in original, printed hardcopy format and those are clearly noted as such in Table 3.2: Documents, Forms, Templates, and Worksheets.

Table 3.2: Documents, Forms, Templates, Worksheets

Document/Form/ Template/Worksheet	Required in printed hardcopy format?	Allowable Submittal Methods	Deadline for Submittal	Additional instructions
Proponent Registration Form	No	Email, mail, delivery	Proponent Registration Deadline – Proponent Registration Form must be submitted prior to **5:00 PM on September 26, 2025.**	Located in Appendix A
Articles of Incorporation or other applicable forms concerning business organization and by-laws	No	Must be submitted with other proposal materials as part of "Technical Proposal."	Proposal Submittal Deadline, **October 30, 2025**	Must be notarized.
Audited financial statements for the last three years	No	Must be submitted with other proposal materials as part of "Technical Proposal."	Proposal Submittal Deadline, **October 30, 2025**	Statements of net assets (balance sheet), revenues and expenses; and cash flows are required at a minimum
Certificate of Good Standing	No	Must be submitted with other proposal materials as part of "Technical Proposal."	Proposal Submittal Deadline, **October 30, 2025**	Must verify the proponent maintains good standing to conduct business from the jurisdiction of proponent's location.
Conflict of Interest Declaration	No	Must be submitted with other proposal materials as part of "Technical Proposal."	Proposal Submittal Deadline, **October 30, 2025**	Located in Appendix A.

Table 3.2: cont'd

Document/Form/ Template/Worksheet	Required in printed hardcopy format?	Allowable Submittal Methods	Deadline for Submittal	Additional instructions
Cost Proposal Form	No	Must be submitted with other proposal materials as part of "Cost Proposal."	Proposal Submittal Deadline, **October 30, 2025**	Located in Appendix C.
Cover Letter	No	Must be submitted with other proposal materials as part of the "Technical Proposal."	Proposal Submittal Deadline, **October 30, 2025**	
Environmental Attributes, Permits, and Related Issues Template	No	Information requested must be submitted with other proposal materials as part of "Technical Proposal."	Proposal Submittal Deadline, **October 30, 2025**	Located in Appendix B.
Equal Employment Opportunity Statement	No	Must be submitted with other proposal materials as part of "Technical Proposal."	Proposal Submittal Deadline, **October 30, 2025**	Located in Appendix A.
Equipment and EPC Template	No	Information requested must be submitted with other proposal materials as part of "Technical Proposal."	Proposal Submittal Deadline, **October 30, 2025**	Located in Appendix B.
Expected Production Worksheet	No	Must be submitted with other proposal materials as part of "Technical Proposal."	Proposal Submittal Deadline, **October 30, 2025**	Located in Appendix B.
Major Shareholders Disclosure Affidavit	Yes	Must be submitted with other proposal materials as part of the "Technical Proposal."	Proposal Submittal Deadline, **October 30, 2025**	Located in Appendix A. Signature must be made by hand in ink and notarized.
Non-Collusion Affidavit	Yes	Must be submitted with other proposal materials as part of the "Technical Proposal."	Proposal Submittal Deadline, **October 30, 2025**	Located in Appendix A. Signature must be made by hand in ink and notarized.
Outstanding Legal Claims Statement	No	Must be submitted with other proposal materials as part of "Technical Proposal."	Proposal Submittal Deadline, **October 30, 2025**	Located in Appendix B.
Performance Bond and Payment Bond Form	Yes	Must be submitted with other proposal materials as part of "Technical Proposal."	Proposal Submittal Deadline, **October 30, 2025**	Located in Appendix A.
Project Financing and Credit Worthiness Template	No	Information requested must be submitted with other proposal materials as part of "Technical Proposal."	Proposal Submittal Deadline, **October 30, 2025**	Located in Appendix B.

Table 3.2: cont'd

Document/Form/ Template/Worksheet	Required in printed hardcopy format?	Allowable Submittal Methods	Deadline for Submittal	Additional instructions
Project Management / Experience Template	No	Information requested must be submitted with other proposal materials as part of "Technical Proposal."	Proposal Submittal Deadline, **October 30, 2025**	Located in Appendix B.
Proposal Submittal Checklist	No	Must be submitted with other proposal materials as part of "Technical Proposal."	Proposal Submittal Deadline, **October 30, 2025**	Located in Appendix A.
Reference Contact Information Form	No	Must be submitted with other proposal materials as part of "Technical Proposal."	Proposal Submittal Deadline, **October 30, 2025**	Located in Appendix B.
RFP Document Receipt Checklist and Affirmation	No	Must be submitted with other proposal materials as part of "Technical Proposal."	Proposal Submittal Deadline, **October 30, 2025**	Located in Appendix A.
Site Control Template	No	Information requested must be submitted with other proposal materials as part of "Technical Proposal."	Proposal Submittal Deadline, **October 30, 2025**	Located in Appendix B.
Technical Parameters Worksheet	No	Must be submitted with other proposal materials as part of "Technical Proposal."	Proposal Submittal Deadline, **October 30, 2025**	Located in Appendix B. Complete the template(s) provided for the technology type(s) being proposed.

3.3 Proprietary Data and Disclosure of Information

For the purposes of this RFP and submitted proposals, the laws, rules and regulations of the CNMI concerning confidentiality shall govern. **Proponents should designate those portions of the proposals that contain trade secrets or other proprietary data that are to remain confidential.** However, as a public agency, CUC is subject to open records laws that enable the public to review submitted proposals and contracts and the designation of trade secret or other proprietary data is subject to review.

Proponents should denote the beginning of such types of proprietary/confidential data and information using the words "**Begin Confidential/Proprietary**" and also the end of such proprietary/confidential data and information using the words "**End Confidential/Proprietary**." Multiple sections/segments of the proposal may be designated as Confidential/Proprietary; however, **CUC expects proponents to be judicious when designating portions of the proposals as such.**

The CUC Procurement Officer shall examine the proposals to determine the validity of any request for nondisclosure of trade secrets and other proprietary data identified in writing. *If the proponent and CUC do not agree* as to the disclosure of certain information and data, the Procurement Officer shall inform the proponent in writing via e-mail within **five (5) working days** after the Proposal Submittal Deadline what portions of the proposal

CUC intends to disclose. At that point, the proponent will have an additional **five (5) working days** to notify CUC of its decision to embark on one of the following paths:

1) Do nothing and the disputed information will be disclosed.

2) Ask for the proposal in its entirety to be withdrawn.

As a public agency, CUC is required to make available for public inspection, upon request, any proposals received in response to an RFP and any contracts that are awarded therefrom. Upon award and signing of a power supply contract(s), the contract(s) will be publicly disclosed, including all pricing information. Certain personnel information, such as personal identification information, may be redacted as appropriate, but all terms and conditions of the contract will be available.

4 Proposal Submittal and Changes

4.1 Proposal Submittal

All required proposal material must be submitted in printed, hardcopy format with an electronic copy and delivered to the CUC Procurement Contact (i.e. Manny Sablan).

4.2 Instructions for Delivery

Printed hardcopy submittals must be delivered to the address provided for the CUC Procurement Contact (i.e. Manny Sablan) by **10:00 AM (CHST) on the day of the Proposal Submittal Deadline, October 30, 2025**. It is important that proponents send their packages using certified U.S. mail, or via delivery service which tracks receipt of packages through signatures and timestamps. CUC will not be held responsible for submittals received after the Proposal Submittal Deadline or for proposals that have no third-party verification of being delivered on time. It will be the responsibility of the proponent to provide such verification if a dispute arises related to the timely submittal of a proposal.

One printed, hardcopy original and five printed, hardcopy copies of all proposals and supporting documents (including all supplementary data requested as part of Appendices A, B, and C) must be submitted. As described in Sections 1.5 and 5, **proposals should be separated into two distinct packages: 1) the Technical Proposal package and 2) the Cost Proposal package.** These two distinct sections should be packaged separately from one another; i.e., submitted in two separate envelopes, two boxes, or two containers.

The **Technical Proposal** package must be clearly labeled in the following manner:

CUC-RFP-25-021 Submittal:
Technical Proposal

The **Cost Proposal** package must be clearly labeled in the following manner:

CUC-RFP-25-021 Submittal:
Cost Proposal

One electronic copy of the **Technical Proposal** and related documents, in Adobe pdf format, also must be delivered with the other printed, hardcopy proposal materials in the Technical Proposal package. Adobe pdf

format is the only acceptable format for the electronic version of the Technical Proposal and this file(s) should be written to one standard USB flash drive.

One electronic copy of the **Cost Proposal** and related documents, in Adobe pdf format, also must be delivered with the other printed, hardcopy proposal materials in the Cost Proposal package. Adobe pdf format is the only acceptable format for the electronic version of the Cost Proposal and this file(s) should be written to one standard USB flash drive.

4.3 Confirmation of Delivery

Once the proposal submittal is received, within two working days, the CUC Procurement Contact (i.e. Manny Sablan) will send a response via email confirming date/time of receipt of the proposal and a brief description of the package(s) received. If an email confirming receipt is not received by the proponent, it will be the proponent's responsibility to contact the CUC Procurement Contact (i.e. Manny Sablan) within normal business hours to inquire as to the receipt of the submittal. For this purpose, it is acceptable for the proponent to telephone the CUC Procurement Contact (i.e. Manny Sablan).

4.4 Delivery Contact Information

The addressee for all submitted proposal materials should be the ***CUC Procurement & Supply Office Contact for CUC-RFP-25-021: Independent Power Producer for Solar Photovoltaic with Battery Energy Storage System (BESS):***

Manny B. Sablan, Jr.
Purchasing Officer
Address: Commonwealth Utilities Corporation
Third Floor, Room 3, Joeten Dandan Commercial Bldg.
P.O. Box 501220
Dandan, Saipan MP, 96950

Office Phone: (670) 664-4282
Email: manny.sablan@cucgov.org
CUC Procurement & Supply website: www.cucgov.org

4.5 Deadline/Closing Date

All required proposal material must be submitted by the **Proposal Submittal Deadline, which is 10:00 AM (CHST) on October 30, 2025**. CUC is not responsible for proposals submitted after the deadline or proposals submitted which are incomplete (meaning they are missing required components, as described herein) as of the Proposal Submittal Deadline.

4.6 Non-Repudiation and Securitization

CUC has structured both its submittal procedures and proposal requirements to ensure non-repudiation of the submitted proposals. In this RFP, "non-repudiation" means strong and substantial evidence of the identity of the sender and owner of the proposal and of proposal's integrity in so far as it being unaltered from its original sent state, sufficient to prevent a party from denying the origin, submission or delivery of the proposal and the integrity of its contents. Non-repudiation applies to both parties to this RFP, the proponent as well as CUC. It binds the sender as well as precludes the recipient from denying the exchange of information and material upon the receipt of secure acknowledgement from the recipient.

CUC and proponents shall manage the submittal processes to address non-repudiation, security and confidentiality inclusive but not limited to the following:

- Manually executed signatures and notarized documents;
- E-mail confirmations of receipt of submittals;
- Electronic RFP postings on the CUC website: www.cucgov.org
- Delivery tracking and requirement of signatures for printed hardcopy proposals;
- Physically secured storage of printed hardcopy submitted materials;

4.7 Proposal Changes

Proponents may make changes or amendments to their proposals, provided that a clear description is provided as to what is being altered and these changes are submitted prior to the Proposal Submittal Deadline. A proponent may cancel and withdraw a proposal at any time. If proponent would like the proposal materials returned, the proponent will bear all cost for return shipping and handling.

4.8 Submitting More than One Proposal

Each proponent is allowed to propose more than one project or integrated solution or combination of project(s) and cost proposals. If a proponent is submitting more than one proposal, CUC requests the proponent provide clear descriptions of the different proposals; name them clearly and use consistent naming throughout; and submit a complete set of the following documents for each proposed project, combination of projects, or integrated solution:

- Technical Parameters Worksheet (Provided by Technology Type)
- Expected Production Worksheet
- Cost Proposal Worksheet

Please label each of these documents with the correct corresponding proposal name (for example Proposal #1, Proposal #2, etc.).

As applicable, proponent should also provide separate, distinct answers/responses/information for each proposed project/integrated solution regarding the questions and information requested as part of the "Environmental Attributes, Permits, and Related Issues," "Equipment and EPC," "Project Management/Experience," "Project Financing and Credit Worthiness," and "Site Control" Templates located in Appendix B. Differences in answers and information provided should be clearly distinguishable between the proposed projects/integrated solutions.

Proponents should not submit multiple versions of the other required documents that are listed in the Proposal Submittal Checklist in Appendix A. One, single submittal of these other documents is sufficient for evaluation purposes.

5 Evaluation of Proposal

5.1 Methodology Used for Evaluation

Proposals will be evaluated using a two-phased evaluation process to ensure that only feasible power supply options and qualified proponents are considered for award of contract. As discussed in Section 1.5, the Technical Proposals will first be qualified in terms of the feasibility of technology/solutions contained therein and the likelihood that the proponent can actually deliver on what is proposed. This first phase of the evaluation will be referred to as **Phase 1 or the Qualification Phase**. Prices or costs associated with proposed products or services should not be included in the Technical Proposal materials. CUC will not evaluate costs during the Phase 1 evaluation. If pricing or cost information is erroneously included in the Technical Proposal package, such pricing or cost information shall be separated from the technical information and not considered during the Phase 1 evaluation. Once the Technical Proposal is qualified, the second phase of evaluation will begin, which is the evaluation of prices and cost. This phase will be referred to as **Phase 2 or the Costing Phase**.

During **Phase 1**, the Technical Proposals will be evaluated by a committee comprised of CUC personnel and third-party consultants, working first individually to read, review, and provide initial scoring of all proposals, then collaboratively to discuss the results, tally scores, and determine those proposals moving forward to Phase 2 of the evaluation process.

The evaluation of proposals during Phase 1, the Qualification Phase, will use the "Phase 1 Evaluation: Qualifying Scoring Worksheet" as shown in Appendix B, to evaluate the responsiveness and completeness of Technical Proposal materials provided as well as to evaluate the technical and performance characteristics of the projects and/or integrated solutions being proposed. This scoring worksheet will provide a scorecard mechanism by which the evaluation committee can easily compare proposals and determine which proposals will be selected to move to Phase 2, the Costing Phase, of the evaluation process.

Qualified proponents will be notified that their proposals will be considered for evaluation during Phase 2. Proponents that do not meet the qualification standard will be provided with an explanation as to why their proposals were dismissed from further evaluation.

During **Phase 2**, the Costing Phase, proposed projects/integrated solutions will be compared to determine which are most cost-effective under a variety of future scenarios. These future scenarios will examine an expected case, or "base case," using assumptions for future circumstances that are deemed most likely, as well as a range of future outcomes for key drivers, such as load growth, fuel pricing, and environmental regulations. CUC will evaluate individual projects and integrated solutions to determine which proposed project or combination of proposed projects leads to the most cost-effective plan for CUC and also meets CUC's other overarching goals of reliability and environmental responsibility. The proponents of the most cost-effective projects that fit within CUC's overarching goals will be selected for contract negotiations.

There is the unfortunate possibility that results of the Phase 2 evaluation may indicate that no proposed projects or integrated solutions are cost-effective and, in that case, the RFP will be cancelled, and no proponent will be awarded a contract.

Costs/prices provided by proponents in their Cost Proposals and examined as part of the Costing Phase should not be considered "final" or strictly set costs/prices; these figures are merely the starting point for contract negotiations.

5.2 Discussions with Proponents during Evaluation

There will be no discussions or communication between proponents and CUC during the evaluation process other than CUC initiating communication to ask clarifying questions as to the contents of the proposal submittal or to notify proponents of their qualification for consideration during Phase 2. All questions and answers between CUC and a proponent during the evaluation phase, regardless of subject or level of intricacy, will be provided in written format, delivered via email, and stored in written and/or electronic format with the proponent's other proposal material.

Proponents may not contact CUC to inquire about the status or progress of the proposal evaluation process or initiate any other communication with CUC management, staff, or personnel during the evaluation period, which begins on the Proposal Submittal Deadline and ends with CUC's notification to qualified proponents. All proponents will be notified when the evaluation period has ended via email. Notification to qualified proponents is currently scheduled to occur on **November 19, 2025**; however, this may be delayed depending on the intricacies and numbers of proposals received. Once the evaluation period has ended, the qualified proposals will be evaluated for system impact costs and cost-effectiveness, and contract negotiations will begin.

6 Negotiation of Proposals and Contract Award

As described in the preceding section, qualified proponents will be notified that their proposal will be considered for evaluation during Phase 2. Please note: notification that a proposal is being considered during Phase 2 does not guarantee that the proponent will be selected for contract negotiations. CUC will notify a proponent or proponents when they have been selected for contract negotiations. CUC will contact the proponent or proponents to arrange for timely negotiations of their proposal(s). Negotiations will take place privately between CUC staff, its designated appointees and representatives, and duly authorized personnel of the proponent. CUC has every interest in executing a contract in a timely fashion. As such, CUC expects that negotiations will occur, at least initially, on-site in Saipan for a period of at least two-three working days. Subsequent negotiations may occur via teleconference.

CUC expects that negotiations will be broad in nature and may include discussions related to technical merits of the proposed projects, cost and price, payment schedules and prepayment options, performance guarantees, construction schedule, transmission interconnection, dispatch regimes, and any other issues needed to be discussed. Proponents should be prepared to discuss items such as: the length of the contract and post-contract options for the project(s) under consideration; expectations of the amount of energy to be delivered and assurances of delivery; expectations of changes in energy production from day to day, month to month, minute to minute, and over the life of the contract; and interconnection of the resource with CUC's transmission/distribution system. **Proponents should be prepared during negotiations to give a "best and final" offer of price if requested to do so by CUC.**

Entering into contract negotiations does not guarantee the proponent(s) a power supply agreement, no matter the form, with CUC. Only the proponent(s) who successfully negotiates an acceptable contract will be awarded a contract.

If CUC is unable to successfully negotiate an acceptable contract with the initially selected proponent(s), it may choose to begin negotiations with other lesser-ranked proponent(s), in order of ranking. However, in the event that CUC determines that multiple proposed energy supply solutions may meet its resource needs at the least possible cost, contract negotiations may occur with multiple proponents simultaneously.

6.1 Responsibilities of Parties

All parties are expected to negotiate in good faith. If at any time CUC has reason to believe a proponent is not negotiating in good faith, CUC retains the option to close negotiations with the proponent and begin negotiations with another proponent or cancel the procurement process. Proponents are required to verify compliance with applicable federal and CNMI laws and required licenses, permits, certifications, studies, and reporting requirements. **Also, proponents should be aware that a current CNMI Business License is not required at the time of proposal submittal but is a requirement prior to the execution of a contract.** Holders of current CNMI Business Licenses are encouraged to submit copies of their licenses with their proposals.

6.2 Price Validity and Proposal Expiration

Upon mutually-acceptable negotiation of a contract, all terms, including price/cost terms, shall remain firm and open for acceptance for a period of not less than six (6) months; thereafter, prices/costs shall be subject to renewal by mutual agreement between the proponent and CUC. The proponent shall state the actual date of expiration of the terms, including price/cost terms, in the negotiated contract.

6.3 Award of Contract

The contract or contracts will be awarded to the proponent or proponents who submitted a qualified, responsive proposal; whose projects or integrated solutions were deemed cost-effective and in the best interests of CUC's long-term goals; and who successfully negotiated a contract with CUC.

Upon completion of negotiations, the selected proponent(s) will be notified in writing (via e-mail) of CUC's intent to award the contract(s). CUC will then submit the proposed contract(s) to CPUC for its review and approval. Once CPUC has approved of the proposed contract(s), CUC will notify the selected proponent(s) of CPUC's approval. The selected proponent(s) will then be required to send to CUC's offices, within ten (10) days of the date of receipt of such notice, a representative or representatives with proper Power of Attorney for the purpose of executing a contract.

Please note that no contract(s) under this RFP are valid or in effect until CPUC approves the contract.

6.4 Payment Bond and Performance Bond

A Payment Bond of one hundred (100%) percent and a Performance Bond of one hundred (100%) percent of the total proposal price will be required upon the execution of the contract by the selected proponent. The Payment and Performance bond must be executed by a surety company holding a certificate of authority from the United States Secretary of Treasury as an acceptable surety. Surety Company must be authorized to do business in the Commonwealth of the Northern Mariana Islands, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

The Performance Bond and Payment Bond forms can be found in Appendix A and must be submitted as part of the proponent's Technical Proposal package.

7 Technical Proposal Requirements for Project Feasibility

This section describes the required components to be included as part of each proponent's Technical Proposal regarding the proposed project(s) or integrated solutions. As discussed previously, the Technical Proposal will be evaluated as part of Phase 1 of the evaluation process, or Qualification phase. **All documents listed in the Proposal Submittal Checklist located in Appendix A and Appendix B should be submitted as part of the Technical Proposal.** (The Cost Proposal Worksheet, provided as part of Appendix C, must be submitted

separately as part of the Cost Proposal. No cost or price information should be part of the Technical Proposal. All cost or price information should be included in the Cost Proposal exclusively.)

Appendix B includes two worksheets, titled "Technical Parameters" and "Expected Production," that must be completed related to the technical characteristics needed to evaluate project technical feasibility. If more than one project/technology is being proposed, CUC requests separate worksheets for each project/technology, unless they are smaller projects (<5 MW) of similar technology and operating characteristics (such as multiple ICE, Combustion turbines, etc.). In that case, these smaller projects may be aggregated to form one project and only one Technical Parameters and one Expected Production worksheet would be required.

7.1 Project Overview

CUC suggests that proponents begin with an overview describing their proposed project/integrated solution and then provide the more technical details required herein. The overview should outline the proponent's vision for the project or integrated solution being offered and why the proponent's plan would be a worthwhile solution for CUC.

7.2 Acceptable Technologies

As discussed previously, CUC will consider any and all proven, reliable, technically and economically feasible power supply options. The technology(ies) being proposed must have a track record of reliable performance in a utility-scale setting for a minimum of five years. Proponents should provide a general discussion regarding how their proposed project meets these requirements of being proven, reliable, and technically and economically feasible. Proponents should provide examples of where this technology is currently in use and by whom; the history of the technology in commercial operations; an estimate of the number or occurrences of this technology in use; and any qualitative or quantitative benefits afforded to those that have employed this technology. Proponents should provide a discussion around the reliability of the proposed technology and specifically its suitability for island environments.

7.3 Commercial Operation Date

CUC expects to enter into a contract(s) for power supply options that can be brought into service **within a two-year timeframe**. Proponents should provide their expectation of commercial operation date for the proposed project(s) and provide a description of the length of time required for permitting, securing equipment, construction, and testing. Proponents should also provide a discussion of risks/factors which may delay the commercial operation date and how they will mitigate those risks/factors.

7.4 Designation and Qualification of Renewable Technologies

In order for a proposed technology to be considered a "renewable energy" technology, and to be credited with the environmental and sustainability benefits associated with these types of power supply options, it must meet the renewable energy sources definition by the Energy Information Administration (EIA), a branch of the U.S. Department of Energy. EIA defines renewable energy sources as:

> *"Energy sources that are naturally replenishing but flow limited. They are virtually inexhaustible in duration but limited in the amount of energy that is available per unit of time. Renewable energy sources include: biomass, hydro, geothermal, solar, wind, ocean thermal, wave action and tidal action."*

All proponents should be prepared to answer carbon balance questions related to their projects. Proponents claiming their proposed project(s) to be renewable should be able to clearly illustrate, and provide supporting

documentation, that their renewable energy production offsets more carbon emissions than they are producing; including those emissions produced from the growing, harvesting, gathering, preparing, transporting, and combusting of renewable fuels within the CNMI.

7.5 Recommended Locations for Solar Farms

The following locations have been identified by CUC and GHD as potential sites for Solar Farm Development:

Table 7.5 Potential Site Locations for Solar PV with Estimated Areas per island.

Location	Estimated Solar Farm Capacity	Estimated Area (Hectares)
Naftan, Saipan	20 MW	44 Ha.
Kalabera, Saipan	52 MW	115 Ha.
Tinian	10 MW	22 Ha.
Rota	3 MW	6.6 Ha.

Part of proponent's deliverable is to secure the above sites in coordination with the Department of Public Lands and other CNMI or Federal government agencies. CUC will assist the proponent in accordance with CUC administrative mandate.

7.6 Minimum Project Capacity

CUC expects that on an individual proponent basis, proposed power supply options will have a minimum rated capacity of at least 5 MW ac solar capacity. For those proponents with individual power supply projects smaller than 5 MW ac, CUC expects that these proponents will employ at least two or more of said projects. For evaluation and modeling purposes, these multiple smaller projects may then be aggregated into a single "combined project" that is at least 5 MW ac or greater. Proponents should describe the number, capacities, and location of the smaller projects less than 5 MW ac. Proponents should also alert CUC as to any difficulties which may occur in evaluating these resources as a single combined project – for example if the expected production, cost, or other operating characteristics would be significantly different between the various smaller projects.

7.7 Capacity Size and Contribution Toward Reserves

Proponents should provide a description of the project's nameplate capacity (in MW); capacity at minimum output levels (if applicable), maximum output levels, and emergency levels; ramp up and ramp down characteristics; and any noteworthy black-start capability or other system reliability benefits. Proponents should describe what percentage of capacity would be reliably available at CUC peak system load conditions on a seasonal and annual basis. Proponents should discuss the risks or influencing factors which may negatively impact, decrease, or degrade the project's capacity in terms of size and how they will mitigate against these risks/factors.

7.8 Expected Production

Proponents should provide an overview of the expected production from their proposed project(s) or integration solution, including descriptions of the following:

- expected monthly and annual production of energy, in MWh
- expected differences, fluctuations, or changes in production minute-to-minute, hourly, daily, seasonally, and/or over the life of the contract

- the relative firmness or intermittency of energy production and any mitigation measures taken to decrease the intermittency or increase the firmness or dispatchability of the power supply option(s) being proposed or the reliability of the system
- expected amount of downtime or outage time due to planned maintenance and unexpected forced outages
- risks/factors which may negatively impact annual, monthly, hourly production numbers and the mitigation measures taken to address these issues

Proponents should also complete the worksheet titled "Expected Production" contained in Appendix B. If more than one project/technology is being proposed, CUC requests separate Expected Production worksheets for each project/technology, unless they are smaller projects (<5 MW) of similar technology and operating characteristics (such as multiple wind turbines, solar panels, etc.). In that case, these smaller projects may be aggregated to form one project and only one Expected Production worksheet will be required.

7.9 Point of Connection (POC)

The proposed project will deliver energy to a determined Point of Connection on CUC's electrical grid. The exact location of interconnection will be determined after completion of the system integration study, which will occur after the award of contract. CUC expects that the proponent will identify potential interconnection sites in collaboration with CUC after the award of contract.

The CUC electrical grid is identified in the maps located in Appendix D. CUC has identified two possible PV/BESS location options on Saipan: Naftan and Kalabera (refer to Table 7.5). Proponents may opt to use the location(s) identified by CUC or propose alternative point(s) of connection.

7.10 PV-BESS Plant Interconnection Performance Requirements

The proposed project shall meet CUC's interconnection performance requirements. Initial requirements are listed here; additional requirements may be identified during the system interconnection study. Unless otherwise specified by CUC, the plant project meet the requirements of IEEE Standard 2800.

- **Disturbance ride-through capability:** The solar plant shall ride through the range of voltage and frequency events specified here. The requirements of clause 7 of IEEE Standard 2800 establish the baseline ride-through requirements with which the plant shall comply. In addition, because CUC's systems are small island grids, wider frequency ride-through capability is required. The plant shall not trip offline or reduce output for frequency event magnitudes and durations indicated in the following table, except as required by the frequency response requirement:

Table 7.10 Frequency Response Requirements

Frequency range (Hz)	Operating mode	Minimum time (s)
f > 65	No ride-through requirements apply to this range	
63.0 < f ≤ 65.0	Mandatory operation	299
57.0 ≤ f ≤ 63.0	Continuous operation	Infinite
50.0 ≤ f < 57.0	Mandatory operation	299
f < 50.0	No ride-through requirements apply to this range	

- **Voltage and reactive power control:** The solar plant shall meet the reactive power capability and voltage control requirements specified in IEEE Standard 2800, clause 5. The voltage control mode and settings shall be adjustable as specified by CUC. Voltage and reactive power control settings shall be adjustable via SCADA.
- **Frequency response:** The solar plant shall be capable of autonomous fast frequency response following a power-frequency droop curve specified by CUC. The fast frequency response shall be capable of responding to both underfrequency and overfrequency unless limited by an active power or energy limit. The plant shall also be capable of secondary frequency response (automatic generation control) following a command received from CUC. The fast frequency response, secondary frequency response, and steady-state active power setpoint shall be additive such that the plant output is the sum of the three powers.
- **Power plant control:** The plant shall present a single controllable interface to CUC. The plant shall include a power plant controller that coordinates the responses of the individual inverters in the plant to meet the interconnection and grid support requirements at the plant level. The power plant controller shall be capable of receiving active and reactive power commands, automatic generation control signals, active power-frequency droop settings, and reactive power-voltage control settings from CUC via SCADA.
- **Harmonic limits:** The plant shall meet the power quality requirements of IEEE Standard 2800.
- **Grid forming control:** The BESS portion of the plant shall operate in grid-forming mode at all times. Because the plant will be large relative to the size of CUC's systems, the dynamic performance of the plant will have a major impact on CUC's reliability. Requiring the plant to operate in grid-forming mode will help ensure the new plant has a positive impact on grid stability (and does not cause stability problems). Proponents shall provide evidence of their proposed technology's ability to operate in grid-forming mode in parallel with a utility power system. Such evidence shall consist of electromagnetic transient simulation tests using a rigorous grid-forming test procedure such as the "Advanced Grid Support Energy Storage Resource - Functional Specification and Test Framework for the ERCOT Grid".[7]

7.11 Model and Study Requirements

CUC will need to evaluate the impacts of the selected proposal(s) on CUC's power systems and identify mitigations as appropriate. In addition, CUC may conduct tests on the technical models to validate that the proposal will meet technical requirements, including but not limited to: disturbance ride-through capability, voltage-reactive power control, frequency-active power control, grid-forming control, and black start capability (to be consistent with the CUC System Restoration Plan). After contract award, the selected proponent must provide technical models of the project. The models shall include:

- Power flow model in PowerFactory
- Phasor-domain dynamic stability (sometimes called "RMS") model in PowerFactory
- Electromagnetic transient model in PowerFactory

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7 https://www.ercot.com/files/docs/2024/09/16/ERCOT%20Advanced%20Grid%20Support%20ESR%20Test%20Requirement_.pdf

- Short circuit model for protection studies in DIgSILENT PowerFactory

The models provided shall represent the project accurately and include all solar plant components and controls needed to represent the plant's dynamic performance. As soon as possible, and before the project is commissioned, the selected proponent will be required to provide a model validation report for each model of inverter and power plant controller in the plant. The model validation reports shall compare the models' performance against tests of the actual inverter/controller hardware to demonstrate that the model accurately represents the hardware performance. The models will be used to study the plant's performance on CUC's system.

The selected proponent will also be required to provide simulation models of their proposed plants in both positive sequence (e.g. PSSE) and EMT (e.g. PSCAD). The models should come with model validation reports.

7.12 Grid Controller System Requirements

The integration of variable energy resources on islands requires specialized grid control systems to maintain grid stability while reducing dependence on fossil fuel generation. Maintaining grid stability becomes very important in the islands. Frequency stability or voltage regulation is particularly sensitive to fluctuations when renewable penetration is high. Even minor mismatch between generation and load can cause significant frequency or voltage deviations that may trigger protective equipment to disconnect, potentially leading to cascading outages.

Grid controller systems such as Distributed Energy Resource Management System (DERMS) should have the following capabilities.

- DER situation awareness
    - Look-ahead Powerflow analysis and optimization
    - Weather
- PV Generation Forecasting to provide forecasts to support to include the following:
    - Real-time reliability/AGC and BESS control, and
    - Unit commitment/scheduling on each island.
    - Minimum horizons, resolutions, and update cadence:
        - Day-ahead/ intra-day (scheduling): 1-48 hours ahead, 15-minutes granularity, updated hourly (or upon major weather updates).
        - Multi-day (planning): 2-7 days ahead, hourly granularity, updated at least 4 times daily.
    - Delivery and integration
        - Machine-readable API (REST/JSON or ICCP), secure file drops, and alarms into the EMS/SCADA.
        - Ramp alerts: flag predicted drops/rises greater than 10% of installed PV in 5 minutes or greater than 20% in 15 minutes, per island.
    - Demand profile
- Automated dispatch controls:
    - Distribution line + DER-aware Powerflow
    - Automatic Generation Control (AGC) set point
    - Voltage-Var Automatic Dispatch
- IPP Visibility and Control:
    - Remote Terminal Unit (RTU) requirement
    - Operational and forecasting, including outage, data submission
    - Data quality

    - Operational performance
- DER Integration and System Flexibility:
    - DER modeling based on Geographic Information System (GIS)
    - DER Registration & Program Manager
    - Interface with existing applications
- User friendly user interface
- Less maintenance and minor learning curve
- Key Performance Parameters for the Power Systems & Cybersecurity to meet IEEE Standards for the following:
    - Resiliency and Reliability
    - Grid Connection
    - Ancillary services
    - Power Quality
    - State of Charge (SoC) Management
    - Operations & Maintenance costs

7.13 System Integration Study

After award of contract, the selected proponent shall conduct system integration and interconnection studies, using a third-party consultant specializing in these types of analyses, **at the selected proponent's expense**. The system integration study will validate system upgrades or improvements as summarized in the selected proposal for the selected power supply project's integration into the CUC electrical grid.

These system upgrade or improvement costs shall be borne by the proponent, and the proponent should factor this into proponent's cost proposal. CUC shall not renegotiate contract terms or bear any unforeseen costs as a result of the system integration and interconnection studies.

It will be the proponent's responsibility to provide all necessary technical data required for the system integration and interconnection studies, and proponents should acknowledge this as part of their Technical Proposals. Proponents should also acknowledge that they will be responsible for system integration and interconnection study costs, as well as any system upgrade or improvement costs, as part of their Technical Proposals.

7.14 Environmental Attributes

As detailed in the Environmental Attributes, Permits, and Related Issues Template located in Appendix B, proponents should discuss the expected applicable air emissions by type of pollutant in lbs/MWh produced (including CO_2); effluent, other waste streams, and water use per unit of time; and land use attributable to their individual project. Proponents should describe any risks/factors that could affect the levels of these project characteristics and the mitigation methods that will be used to safeguard against such risks/factors. Proponents are required to provide additional information regarding environmental matters as detailed in Section 8.7 Environmental Permitting and Related Issues.

For renewable energy resources, CUC expects to retain all environmental attributes associated with the selected proponent's project, as applicable, including but not limited to renewable energy credits, greenhouse gas allowances, green tags, or carbon credits, and any other emissions attributes. Proponents submitting renewable energy projects should acknowledge this as part of their proposals, or clearly explain the benefits to CUC if this will not be the case.

7.15 Resiliency Requirements

The CNMI has experienced typhoon forced winds within the past decade. As an added measure of resiliency, proponent(s) must include in their technical proposal a resiliency clause to design the Solar PV with BESS system infrastructure to withstand 210-250 mph winds.

7.16 End-of-Life Management and Disposal Requirements

The proponent(s) must include in their technical proposal an End-of-Life and Disposal Plan to include their ability to properly handle the disposal and comply with regulatory requirements for decommissioning the solar PV panels, batteries, equipment and all other components necessary for the full operation of the Solar PV with BESS generation facilities for all islands.

8 Technical Proposal Requirements for Developer Qualification and Development Risk

This section describes the required components to be included as part of each proponent's Technical Proposal regarding qualifications, experience, and expertise as well as the ability to obtain eventual financing and the associated development risks for the project being proposed. This portion of the Technical Proposal will be used to evaluate the likelihood that a proponent's project will be placed in commercial service. The evaluation criteria for this category generally will address the developer's experience and construction and development risks associated with the project. CUC will consider the following criteria for scoring:

- Project development experience and expertise
- Financing experience and credit worthiness
- Method and status of project financing
- Level of site control by developer (full ownership, long-term lease, short-term least, negotiating a site, searching for a site, or none-of-the above)
- Understanding of required permits, licenses, and studies
- Equipment supply and EPC agreements

As discussed previously, the Technical Proposal will be evaluated as part of Phase 1 of the evaluation process, or Qualification phase. Again, all documents listed in the Proposal Submittal Checklist in Appendix A and Appendix B should be submitted as part of the Technical Proposal. (The Cost Proposal Worksheet, provided as part of Appendix C, must be submitted separately as part of the Cost Proposal. No cost or price information should be part of the Technical Proposal. All cost or price information should be included in the Cost Proposal exclusively.)

8.1 Qualifications Overview and References

CUC will only enter into power supply contracts with reputable proponents who have a proven track record of performance. CUC suggests that proponents begin with an overview describing their experience and qualifications. Proponents should discuss their past experience and success in development/completion of projects of similar size and technology. More specific details regarding experience and expertise, financial information, and funding/financing plans/schemes should be provided in subsequent sections and as part of the information requested in the Project Financing and Credit Worthiness Template located in Appendix B.

Proponents should also provide three valid references, including names of the individual that can speak to the proponent's experience and expertise in developing/completing projects similar in nature to the one being

proposed. This information should be included in the Reference Contact Information Form located in Appendix B. CUC prefers that these references are individuals/companies that could be considered the proponent's customer or former customer, as in a counterparty to a power purchase agreement or development deal. Please provide the individual's name and contact information, including company name, physical address, phone number, and email address. The references provided should be for only those individuals who are willing and able to discuss the proponent's past work efforts and development experience and expertise.

For all proposals that are not disqualified for other reasons, references will be contacted as part of the initial Phase 1 Qualification Phase. CUC reserves the right to investigate fully all proponents' track records in terms of development successes and failures, legal matters and issues, customer/client satisfaction, and any other issue that may have a bearing on the proponents' ability to deliver what is being proposed and perform their duties and responsibilities required under the contract.

8.2 Project Management/Experience

CUC is interested in a project team which has demonstrated success in projects of similar type, size and technology and can demonstrate an ability to effectively work together to bring the project to commercial operation in a timely fashion. Proponents should give a compelling description and supporting information about their experience and expertise in developing similar projects or integrated solutions and an honest assessment of their history for delivering on proposals.

Specific examples of the proponent's experience in developing, financing, owning, and operating power supply resources similar in type, size and technology should be provided. Please describe the use of subcontractors in past work efforts as well as the anticipated use of subcontractors as part of the proposed approach. Proponents should identify and describe the qualifications and experience of those individuals who will form the proponent's project development team and, if different, the proponent's contract negotiations team. As applicable, the proponent should provide an introduction and background information as to the following project contributors:

- Construction Period Lender
- Operating Period Lender
- Financial Advisor
- Environmental Consultant
- Owner's Engineer
- Construction Contractor
- Transmission Consultant
- Legal Counsel

Proponents are required to respond to the questions and requests for information contained in the "Project Management/Experience Template" located in Appendix B to demonstrate the required project experience and management capability necessary to successfully develop and, as applicable, to operate the project proposed.

8.3 Proponent's Project Financing and Credit Worthiness

Proponents should provide a discussion around their ability to fund/finance their obligations under the proposal and provide support for their credit-worthiness. As applicable, there should be a description of the financing/funding plan, equity participants, project financing guarantees, and the organizational structure of the proponent and any envisioned teaming or consortium of companies.

Appendix B contains the "Project Financing and Credit Worthiness Template" which is a series of questions and requirements that must be answered/completed by all proponents. Proponents are required to provide responses to all questions to demonstrate the financial viability of their project and their credit worthiness. This template also outlines the required submittal of documents such as audited financial statements, credit ratings, and disclosure of litigation. Credit related evaluation of proponents will include items such as debt and equity ratios, financial analysis, default risk, and enforceability of contract/credit terms.

If applicable, proponents should provide their suggestions for CUC's financing of/payment for the project cost **as part of the Cost Proposal**, as described in more detail in Section 10.

8.4 Site Control

Proponents should be able to provide CUC with some confidence that the proposed project(s) can actually be sited within the CNMI. Proposals should address potential location(s) for project sites and if available should include the information outlined in Appendix B in the template titled "Site Control Template". CUC understands that answers/responses to the questions outlined in the "Site Control Template" may not be known at this time.

8.5 Project Schedule and Commercial Operation Date

Proponents should provide a description and an estimate of the critical path schedule for the project from the award of contract and issuance of the Notice to Proceed, to the start of commercial operations. For each major project element, please list the start and end date. The schedule should include, at a minimum and as applicable, such things like siting, environmental permitting, other permitting, fuel supply, financing, engineering, procurement, facility contracts, construction and any other requirements that could influence the project schedule and the commercial operation date. Proponents should identify the status of any known required permits, licenses and studies. Proponents should identify major risks/factors that could influence the project schedule and provide a description of how the proponent will mitigate against such risks/factors.

8.6 Equipment Supply and Agreements

Proponents should provide a discussion around the specific major pieces of technology/equipment that are to be used and the ability to procure such technology/equipment. At a minimum, proponents should describe the major equipment considered; the equipment vendors selected or under consideration for selection; their history or track record of working with these vendors; and the proponent's overall equipment procurement strategy.

8.7 Environmental Permitting and Related Issues

In addition to the information detailed in Section 7.10 Environmental Attributes, proponents should discuss environmental impacts associated with the proposed project and the proponent's plan to mitigate such impacts. Proponents should include any environmental issues associated with air, water, wastewater, solid waste, land use, noise, and any others. Proponents should identify permits, licenses, and environmental assessments/impact statements which may be required as part of project development. The proponent should discuss its plan to mitigate environmental impacts.

Proponents should describe any grants, tax credits, incentives, or other similar funding sources related to the environmental attributes of the project that will be used in the development of the project or that will contribute to the project's economic feasibility.

As applicable, proponents should provide the documents and answers to questions required in the template titled "Environmental Attributes, Permits, and Related Issues" as part of Appendix B.

9 Technical Proposal, Other Project Characteristics

CUC would like to consider all project characteristics that may benefit CUC, its customers, the community, and other stakeholders. As such, proponents are encouraged to provide discussions and descriptions around other project characteristics that should be considered but are not necessarily outlined specifically herein. These may include matters such as fuel supply diversity, dispatchability, after-contract agreements regarding conveyance/use of the projects, life extension options, flexibility in contracting terms, and others. **Again, there should be no discussion of price/cost as part of the Technical Proposal.**

10 Cost Proposal

Again, the Cost Proposal should be submitted separately from the Technical Proposal, in a separate sealed package. The Cost Proposal should provide a clear description of the costs associated with the proposed project/ integrated solution and how certain aspects of the project will be paid for and by whom. Proponents should provide reasonable estimates (not wide ranges) of the overall installed capital cost of the envisioned project/integrated solution as well as enumerate the fixed (such as in $ per kW-installed per year) and variable ($ per MWh) costs to operate and maintain the project. Proponents should provide reasonable estimates of the monthly and annual prices/costs, both fixed and variable, that would be incurred by CUC.

If applicable, proponents may provide in this section their suggestions for CUC's financing of/payment for the project cost.

Proponents will be required to complete the "Cost Proposal Worksheet" in Appendix C. If more than one project/technology is being proposed, CUC requests separate "Cost Proposal" worksheets for each project/technology, unless they are smaller projects (<5 MW) of similar technology and operating characteristics. In that case, these smaller projects may be aggregated to form one project, and only one Cost Proposal Worksheet will be required.

11 Page Limits for the Technical Proposal and Cost Proposal

The Technical and Cost Proposals submitted by each proponent shall not exceed **three hundred (300) pages** in total.

Appendix A:
General Affidavits, Checklists, Documents, and Forms

This Appendix A contains the following **eight (8) documents** which must be completed and provided as part of each proponent's Technical Proposal submittal.

Contents of Appendix A:

1. Proponent Registration Form
2. RFP Document Receipt Checklist and Affirmation
3. Proposal Submittal Checklist
4. Major Shareholders Disclosure Affidavit
5. Non-collusion Affidavit
6. Equal Employment Opportunity Statement
7. Conflict of Interest Declaration
8. Performance & Payment Bond

1. Proponent Registration Form

Following is the Proponent Registration Form (titled “Vendor Information”) which must be completed and filed with the ***CUC Procurement Contact:***

Name & Title:	Manny B. Sablan, Jr. - Purchasing Officer
Address:	Commonwealth Utilities Corporation
	Third Floor, Room 3, Joeten Dandan Commercial Bldg.
	P.O. Box 501220 Dandan, Saipan MP 96950
Office Phone:	(670) 664-4282
Email:	manny.sablan@cucgov.org

Commonwealth Utilities Corporation
VENDOR INFORMATION

Company Name: _____

Federal/Tax ID Number: _____

Business Form:

_____ Sole Proprietorship _____ Limited Liability Company (LLC)
_____ Partnership _____ Association
_____ Corporation _____ Non-Profit Organization

Is Company a sub-vendor? Yes _____ No _____

If yes, head company name: _____

Mailing Address: _____

_____

Location of Business:

_____

City _____ **State** _____ **Zip** _____

Phone Number: _____ **E-Mail Address:** _____ **Fax Number:** _____

Terms of Payment: _____

Discount Days: _____ **Discount Percent:** _____

Please list individuals authorized to make inquiries about your account:

Name: _____ **Title:** _____ **Phone:** _____

Name: _____ **Title:** _____ **Phone:** _____

Name: _____ **Title:** _____ **Phone:** _____

Preferred payment delivery: **Mail** _____ **Pick-up** _____

Please list individuals authorized to pick up payment from our Accounts Payable Section:

Name: _____ **Title:** _____ **Phone:** _____

Name: _____ **Title:** _____ **Phone:** _____

Name: _____ **Title:** _____ **Phone:** _____

Comments: _____

_____

Authorized Signatory: _____ **Date:** _____

Print Name: _____

Title: _____

Note: Please attach copy of Business License

For Accounts Payable Use Only:

Received/Entered by: _____

Date: _____

Vendor No. _____

CUC is an Equal Opportunity Provider and Employer
P. O. Box 501220
Saipan, MP 96950-1220
Telephone (670) 235-7025-32 • Facsimile (670) 235-5131/5138

SAMPLE ONLY*
An updated RFP Document Receipt Checklist and Affirmation document will be posted to the CUC website in early August prior to the Proposal Submittal Deadline.

2. RFP Document Receipt Checklist and Affirmation

Proponents are required to obtain and carefully read and review all documents listed here. All proponents should complete the checklist and fill out and sign the "Acknowledgement of Receipt" section at the bottom of this page. Signatures should be from the same individual signing the proposal.

Document Receipt Checklist		
Document Title	**Delivery Method**	**Check Receipt** *Affirm receipt by check-marking each* ✓
CUC-RFP-25-021 Independent Power Producer- Solar Photovoltaic with BESS for All Islands, CNMI	Posted to CUC website at: www.cucgov.org	
CUC-RFP-25-021 Appendices A, B, C, D and E	Posted to CUC website at: www.cucgov.org	
Document 1		
Document 2		
Document 3		
Etc.		
RFP Document Receipt Checklist and Affirmation (this document)	Posted to CUC website at: www.cucgov.org	

Acknowledgement of Receipt

By signing here, I, (insert individual's name) _____, on behalf of (insert proponent company name) _____, acknowledge receipt of all RFP documents, including affidavits, addenda, forms, templates, and worksheets provided by CUC and listed in the Document Receipt Checklist on this page. I have read and reviewed all of these documents.

SAMPLE ONLY
Signature of Individual on behalf of Proponent

_____
Date

3. Proposal Submittal Checklist

The following pages contain the checklist of required documents and information to be included as part of each proponent's technical proposal submittal. For each required document listed, proponents should provide the location within their proposal by filling in the applicable proposal section and/or page number(s) or if submitted separately from the main proposal document, the document title (if in printed hardcopy format). This location information will assist the evaluation committee in assuring they identify and locate all of the required information, documents, forms, etc. required as part of each proponent's proposal submittal. Please provide as specific location information as possible in the column labeled "Location within Proposal." The Proposal Submittal Checklist has been created as an Adobe pdf form, allowing for easy typewritten entry on the computer. Alternatively, proponents can print and fill out the checklist manually.

As described in Section 4.8 "Submitting More than One Proposal," if the proponent is submitting proposals for more than one proposed project/integrated solution, the proponent must provide a separate Expected Production Worksheet, Technical Parameters Worksheet, and Cost Proposal Worksheet for each proposed project/integrated solution. These Worksheets are located in Appendix B and Appendix C. As applicable, proponent should provide separate, distinct responses for each proposed project/integrated solution regarding the questions and information requested as part of the "Environmental Attributes, Permits, and Related Issues," "Equipment and EPC," "Project Management/Experience," "Project Financing and Credit Worthiness," and "Site Control" Templates. These Templates are located in Appendix B. For all of the other required documents, only one set should be submitted.

This checklist includes only those documents required as part of the technical proposal submittal.

Proponents must also file their Proponent Registration Form by September 11, 2025.

Proposal Submittal Checklist			Part 1 of 3
Required Affidavits, Documents, Forms, Information, Templates, Worksheets	**Required in printed hardcopy format with wet signatures?**	**Check Submittal** Affirm submittal by check-marking each ✓	**Location within Proposal** Provide applicable proposal section/page number(s) or file/document name
Articles of Incorporation or other applicable forms concerning business organization and by-laws	No	☐	
Audited Financial Statements, Last Three Years	No	☐	
Certificate of Good Standing	No	☐	
Conflict of Interest Declaration	No	☐	
Cover Letter	No	☐	
Environmental Attributes, Permits, and Related Issues Template Responses and Information	No	☐	
Equal Employment Opportunity Statement	No	☐	
Equipment and EPC Template Responses and Information	No	☐	
Expected Production Worksheet	No	☐	

Proposal Submittal Checklist			Part 2 of 3
Required Affidavits, Documents, Forms, Information, Templates, Worksheets	**Required in printed hardcopy format with wet signatures?**	**Check Submittal** Affirm submittal by check-marking each ✓	**Location within Proposal** Provide applicable proposal section/page number(s) or file/document name
Major Shareholders Disclosure Affidavit	Yes	☐	
Non-Collusion Affidavit	Yes	☐	
Outstanding Legal Claims Statement	No	☐	
Performance Bond and Payment Bond Form	Yes	☐	
Project Financing and Credit Worthiness Template Responses and Information	No	☐	
Project Management/ Experience Template Response and Information	No	☐	
Proposal Submittal Checklist (this document)	No	☐	
Reference Contact Information Form	No	☐	
RFP Document Receipt Checklist and Affirmation	No	☐	

Proposal Submittal Checklist			Part 3 of 3
Required Affidavits, Documents, Forms, Information, Templates, Worksheets	**Required in printed hardcopy format with wet signatures?**	**Check Submittal** Affirm submittal by check-marking each ✓	**Location within Proposal** Provide applicable proposal section/page number(s) or file/document name
Site Control Template Responses and Information	No	☐	
Technical Parameters Worksheet (Provided for each technology type being proposed)	No	☐	

4. Major Shareholders Disclosure Affidavit

I, the undersigned, (a partner or officer of the company) _____, being first duly sworn, deposes and says:

1. That the persons who have held more than ten percent (10%) of the company's shares during the past twelve (12) months are as follows:

Name	Address	Percent of Shares Held
Total Number of Shares		

2. Persons who have received or are entitled to receive a commission, gratuity, or other compensation for procuring or assisting in obtaining business related to the proposal for which this Affidavit is submitted are as follows:

Name	Address	Amount of Compensation

Date: _____ _____

Signature of individual if proponent is sole proprietorship; Partner if proponent is in a partnership; Officer if proponent is a corporation.

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

_____

Notary Public

My commission expires _____, 20_____.

(place seal above here)

5. Non-collusion Affidavit

Proponent Name: _____

Street Address or Post Office Box: _____

City, State/Territory/Commonwealth, Country: _____

_____being first duly sworn, deposes and says:
(print name of affiant)

That he/she is_____,
(print: an owner, a partner, or an officer of the firm, etc.)

of the party making the foregoing proposal, that such proposal is genuine and not collusive or sham, that said proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix profit, overhead, or cost element of said proposal price of affiant or of that of any other proposer, or to secure any advantage against the Commonwealth Utilities Corporation (CUC) or any person interested in the proposed contract, and that all statements in said proposal are true.

Proposal Document Title_____

The affiant_____
(Signature of Proponent if an individual; Signature of Partner if the Proponent is a partnership; Signature of Officer if the Proponent is a corporation.)

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

_____
Notary Public

My commission expires _____, 20_____.

(place seal above here)

6. Equal Employment Opportunity Statement

Date_____

Proposal Document Title_____

CUC-RFP-25-021: Independent Power Producer - Solar Photovoltaic with BESS for All Islands, CNMI

The proponent represents that the proponent [ ] has, [ ] has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 1114, or the Secretary of Labor; that the proponent [ ] has, [ ] has not, filed all required compliance reports, and that representation indicating submission of compliance reports.

Representative(s): _____ _____
(Print Name) (Signature)

Title:_____

Proponent Name (Company, Consortium, Firm Name):_____

7. Conflict of Interest Declaration

I, _____, declare:
(print name of individual signing)

1. I am making this Declaration on behalf of *(name of proponent company)* _____, hereafter referred to as "the Proponent" in my capacity as *(job title or role)* _____.

2. The Proponent is making a proposal to Commonwealth Utilities Corporation, hereafter referred to as "CUC."

3. The Proponent has submitted a proposal (the "Proposal") to CUC to provide power supply resources.

4. The Proponent agrees that as a condition of entering into a contract with CUC that each of its agents, partner firms, and subcontractors who will or might perform substantive work for CUC will also sign a duplicate original Declaration in his or her individual capacity.

5. No direct or indirect family members of the employees, managers, or owners of the Proponent, its agents, partner firms or companies, or subcontractors hold a position within the CUC organization, the CUC Board, or the Commonwealth Public Utilities Commission. For purposes of this document, family is defined as related to by direct current marriage, spouse, children, legal guardian, or adoption.

6. The Proponent has notified CUC as part of its proposal of any current or potential conflicts of interests, perceived or real, direct or indirect, which exist related to the Proponent fulfilling in good faith its obligations as set forth in the proposal. If there are no conflicts of interest, the Proponent has made statement to that effect as part of its proposal.

7. The Proponent, its agents, partner firm, and subcontractors will notify CUC immediately of any potential conflicts of interest which may arise related to the Proponent fulfilling in good faith its obligations as set forth in its proposal.

I declare that the foregoing is true and correct and that this Declaration was executed in *(city, state, country)* _____ on *(date)*_____

Signature: _____

Printed Name: _____

Printed Title: _____

8. Performance & Payment Bond

INSTRUCTIONS

1. This form shall be used for construction work or the furnishing of supplies, wherever a bond is required.

2. Business Permit: Bonding companies, insurance or banks are not required to have a business permit in the Northern Mariana Islands in order to bond a contractor or his subcontractor(s) for this project.

3. The name, including full name, and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with his signature on the line opposite the scroll seal.

4. If the principals are partners, their individual names shall appear in the body of the bond, with recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.

5. The signature of witness shall appear in the appropriate place, attesting the signature of each individual party to the bond.

6. If the principal or surety is a corporation, the name of the State or Territory in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal, the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.

7. The official character and authority of the person or persons executing the bond for the principal, or a corporation, shall be certified by the secretary or the assistant secretary, according to the form attached thereto. In lieu of such certificate, there must be attached to the bond copies of as much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copy.

8. The date of the bond must not be prior to the date of the instrument for which it is given.

9. All bonds and guarantees for proposal, payment and performance whether provided by surety or guarantor must be submitted in the forms provided in the Contract Specifications. Deviations from such forms will be cause for rejection.

10. Contract Security: The Commonwealth Utilities Corporation will accept Contract security from any reputable insurance, bonding company or bank which the CNMI Department of Commerce has categorized as U.S. Treasury listed and which is acceptable to the U.S. Department of the Interior, Office of Insular Affairs.

    NOTE: Forms Follow.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called PRINCIPAL, and
(Corporation, Partnership, or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called SURETY, are held and firmly bound to COMMONWEALTH UTILITIES CORPORATION
(Name of Owner)

Post Office Box 501220, Saipan, MP 96950
(Address of Owner)

hereinafter called the OWNER in the total aggregate penal sum of _____
_____ Dollars ($_____)

in lawful money of the United States, for payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: Provided that, where the SURETIES are corporation acting a co-Sureties, we, the SURETIES, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each SURETY binds itself jointly and severally with the PRINCIPAL, for the payment of such sum only as is set forth opposite the name of such SURETY, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the PRINCIPAL entered into a certain contract, dated the _____ day of _____ 20 _____, for the construction of:

_____
(Title of the Project and Contract Number)

NOW THEREFORE, if the PRINCIPAL shall:

(a) Perform its duties, all the undertakings, covenants, terms, conditions, and agreement of the said contract, during the original term thereof, and any extensions thereof, that may be granted by the OWNER, with or without notice to the SURETY(ties), and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages that it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract to WORK to be performed thereunder or to the Specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to WORK or to the Specifications.

PROVIDED, FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiaries hereunder.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____ 20_____.

ATTEST:

_____
PRINCIPAL

_____
(Principal) Secretary

(SEAL)

_____ By: _____
(Witness to Principal)

_____ _____
(Address) (Address)

ATTEST:

_____
SURETY

_____ By: _____
(Witness to Surety)

_____ _____
(Address) (Address)

Note: The date of the Bond must not be prior to date of the Contract.
If Contractor is partnership, all partners should execute the Bond.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called PRINCIPAL, and
(Corporation, Partnership, or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called SURETY, are held and firmly bound to COMMONWEALTH UTILITIES CORPORATION
(Name of Owner)

Post Office Box 501220, Saipan, MP 96950
(Address of Owner)

hereinafter called the OWNER in the total aggregate penal sum of _____

_____ Dollars ($_____)

in lawful money of the United States, for payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: Provided that, where the SURETIES are corporation acting a co-Sureties, we, the SURETIES, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each SURETY binds itself jointly and severally with the PRINCIPAL, for the payment of such sum only as is set forth opposite the name of such SURETY, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the PRINCIPAL entered into a certain contract, dated the _____ day of _____ 20 _____, for the construction of:

_____
(Title of the Project and Contract Number)

NOW THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a Subcontractor, and to any mechanic or material men lien holder whether it acquires its lien by operation of State or Federal Law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the Subcontractors, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its Subcontractors.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract to WORK to be performed the re-under or to the Specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to WORK or to the Specifications.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. The said notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said Contract, is being understood, however, that if any limitation embodied in the Bond, is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiaries hereunder.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____ 20_____.

ATTEST:

_____
PRINCIPAL

_____
(Principal) Secretary

(SEAL)

_____ By: _____
(Witness to Principal)

_____ _____
(Address) (Address)

ATTEST:

SURETY

(Witness to Surety)

By: _____

(Address)

(Address)

Note: The date of the Bond must not be prior to date of the Contract.
If Contractor is partnership, all partners should execute the Bond.

Appendix B:
Technical Proposal and Evaluation Forms, Templates, and Worksheets

This Appendix B contains the following documents related to the technical and development feasibility of the project as well as the experience, expertise, and credit-worthiness of the proponent:

Contents of Appendix B:

1. Technical Parameters Worksheets (Provided by Technology Type)
2. Expected Production Worksheet
3. Environmental Attributes, Permits, and Related Issues Template
4. Project Management/Experience Template
5. Reference Contact Information Form
6. Project Financing and Credit Worthiness Template
7. Outstanding Legal Claims Statement
8. Site Control Template
9. Equipment and EPC Template
10. Phase 1 Evaluation: Qualifying Scoring Worksheet

Items 1 through 2 must be completed and provided as part of each proponent's Technical Proposal submittal. These worksheets should be completed for each distinct project/technology being proposed; additional instructions are included as part of the worksheets.

The Technical Parameters Worksheets have been provided as separate worksheets based on the specific resource technology types CUC knows to be currently technically feasible. For technologies not provided as part of the specific Technical Parameters Worksheets, proponents are asked to give the necessary, applicable technical information in the same general format and with the same level of specificity as those provided herein. CUC has provided a "Proponent Specified Resource" Technical Parameters Worksheet as a starting point for input, recognizing that additional information may need to be provided depending on the technology being considered. Some proponents may wish to propose an energy storage system/solution alone or in concert with other technologies. CUC asks that proponents complete the Battery Storage Resource Technical Parameters Worksheet.

As discussed in Section 2.3 of the RFP document, CUC may follow up with proponents and ask specific questions about their Technical Parameters inputs, Expected Production inputs, and other aspects of their Technical Proposals. Technical Proposal Worksheets for certain resource types ask for large data volumes, such as hourly information, to be provided in Excel format, if this data is available. For that type of information, it is acceptable to email this data to the CUC Procurement Contact once the proponent has been qualified during Phase 1.

Items 3 through 9 must also completed and provided as part of each proponent's Technical Proposal submittal. Information and answers requested as part of Items 3 through 9 should be provided to the best of the proponent's ability.

The last document of this Appendix B, the "Phase 1 Evaluation: Qualifying Scoring Worksheet," is provided to show how the proposals will be evaluated during Phase 1, the initial qualification phase. As discussed in the RFP document, a proposal must be qualified in order to be further considered as part of Phase 2, the costing phase.

1. Technical Parameters Worksheets

The Technical Parameters Worksheets are provided on the following pages and are separate worksheets based on technology type. Proponents should complete the Technical Parameters Worksheet(s) that apply to their specific technology(ies). There are also separate worksheets for those proposal(s) including energy storage options.

Instructions for completion are provided as part of each worksheet. The Technical Parameters Worksheets have been created as Adobe pdf forms, allowing for easy typewritten entry on the computer. Alternatively, proponents can print and fill out the worksheets manually.

Solar Generation Resource, Technical Parameters Worksheet

Project Identifying Information

1) Proponent Name:		2) Proposal Name/Number:		3) Project Name:	
Location Information:					
4) Description of Project Site:		For example, "Located on 10 acres, 1.0 mile NW of Landmark X, near the City of X.			
5) Town/Homestead and Island:		Provide the name of the nearest population center, and which island the project is located.			

Project Technical Information

6) Expected Online Date, (MM/DD/YYYY):		This may not be the date at which CUC will begin to receive power.	
7) Nameplate DC Capacity (MW):		Please provide the nameplate DC capacity to the nearest 100th of a MW (2 decimal places). Provide DC to AC derate factor below.	
8) Maximum, or Emergency Capacity (MW)		Please provide the maximum or emergency-rated capacity to the nearest 100th of a MW (2 decimal places).	
9) Expected Project Life (years):		Provide the expected useful life of the project, regardless of the contract term.	
10) Estimated Annual Capacity Factor (net) (%):		Capacity Factor=Expected Production in MWh ÷ (Nameplate Capacity in MW × 8,760 hours)	
11) Estimated Equivalent Availability Factor (%):		EAF=(8,760 hours - hours down due to maintenance - hours down due to forced outages) ÷ 8,760 hours	
12) Equivalent Forced Outage Rate (EFOR) (% of time):		13) Maintenance Rate (% of time):	
14) DC to AC derate factor assumed (%)		15) Annual Degradation Factor (e.g. panels) (%)	
16) Inverter Replacement Year (X Years from Online Date)		17) Select Panel Type (Fixed Plate or Tracking)	
18) Axis Orientation/Angle (degrees/direction)		19) Hourly Dispatch Profile (Provide in Excel format)	Provide in Excel, can wait until qualification
20) Source of Solar Irradiance Data		21) Dispatch Model(s) Used to develop #19 (e.g. SAM)	

Contract Information

22) CUC Delivery Date, (MM/DD/YYYY):		This will be the date at which CUC will begin to receive power.
23) Contract Term, years:		This will be the number of years, commencing at the CUC Delivery Date, for which the project will be delivering power under contract.
24) Contract Net Capacity (MW):		Please provide the nameplate capacity less internal station use to the nearest 100th of a MW (2 decimal places).

Interconnection and Transmission Information

25) Interconnection Voltage (kV):		
26) Interconnection Substation:		Provide the name of the expected nearest substation to which the project(s) would connect.
27) Interconnecting Transmission Line:		Provide a description of the line from the project to the substation.

Additional Information

Use the space provided to supply additional technical information as applicable. For example, if there are special siting or interconnection requirements, please list them here.

Proponent Specified Resource, Technical Parameters Worksheet

Project Identifying Information

1) Proponent Name: | 2) Proposal Name/Number: | 3) Project Name:

Location Information:

4) Description of Project Site: — For example, "Located on 10 acres, 1.0 mile NW of Landmark X, near X Homestead.

5) Town/Homestead and Island: — Provide the name of the nearest population center, and which island the project is located.

Project Technical Information

6) Expected Online Date, (MM/DD/YYYY):	This may not be the date at which CUC will begin to receive power.		
7) Nameplate Capacity (MW):	Please provide the nameplate capacity to the nearest 100th of a MW (2 decimal places).		
8) Maximum, or Emergency Capacity (MW)	Please provide the maximum or emergency-rated capacity to the nearest 100th of a MW (2 decimal places).		
9) Expected Project Life (years):	Provide the expected useful life of the project, regardless of the contract term.		
10) Estimated Annual Capacity Factor (net) (%):	Capacity Factor=Expected Production in MWh ÷ (Nameplate Capacity in MW × 8,760 hours)		
11) Estimated Equivalent Availability Factor (%):	EAF=(8,760 hours - hours down due to maintenance - hours down due to forced outages) ÷ 8,760 hours		
12) Minimum Up Time (hours):		13) Ramp Up Rate (MW per minute):	
14) Minimum Down Time (hours):		15) Ramp Down Rate (MW per minute):	
16) Equivalent Forced Outage Rate (EFOR) (% of time):		17) Maintenance Rate (% of time):	
18)		19)	
20)		21)	
22)		23)	
24)		25)	
26)		27)	
28)			
29)			
30) Blackstart Capability (minutes):	If blackstart capable, provide time from zero production to full load, in minutes. Mark N/A if not applicable.		

Contract Information

33) CUC Delivery Date, (MM/DD/YYYY):	This will be the date at which CUC will begin to receive power.
34) Contract Term, years:	This will be the number of years, commencing at the CUC Delivery Date, for which the project will be delivering power under contract.
35) Contract Net Capacity (MW):	Please provide the nameplate capacity less internal station use to the nearest 100th of a MW (2 decimal places).

Interconnection and Transmission Information

36) Interconnection Voltage (kV):	
37) Interconnection Substation:	Provide the name of the expected nearest substation to which the project(s) would connect.
38) Interconnecting Transmission Line:	Provide a description of the line from the project to the substation.

Additional Information

Use the space provided to supply additional technical information as applicable. For example, if there are more than two types of Other Air Emissions, provide that data here.

Battery Energy Storage Resource, Technical Parameters Worksheet

Project Identifying Information

1) Proponent Name: | 2) Proposal Name/Number: | 3) Project Name:

Location Information:

4) Description of Project Site: — For example, "Located on 10 acres, 1.0 mile NW of Landmark X, near the City of X.

5) Town/Homestead and Island: — Provide the name of the nearest population center, and which island the project is located.

Project Technical Information

6) Expected Online Date, (MM/DD/YYYY):	This may not be the date at which CUC will begin to receive power.		
7) Nameplate Discharge Capacity (MW):	Please provide the nameplate discharge capacity to the nearest 100th of a MW (2 decimal places).		
8) Maximum, or Emergency Capacity (MW)	Please provide the maximum or emergency-rated capacity to the nearest 100th of a MW (2 decimal places).		
9) Expected Project Life (years):	Provide the expected useful life of the project, regardless of the contract term.		
10) Proposed Discharge Duration (minutes):	The proposed discharge duration is equal to the number of minutes the battery can provide discharge before needing to be charged.		
11) Battery Technology (e.g. Lithium Ion):	Please be as specific as possible when identifying the underlying battery technology.		
12) Charge Cycle Duration (hours):		13) Off-Peak Charging (Yes/No):	
14) Roundtrip Charge/Discharge Efficiency (%)		15) Annual Degradation Factor (%)	
16) Core Refurbishment Year (X Years from Online Date)		17) Charge Cycle Fuel Consumption (MMBtu):	N/A if solar-paired
18) Required Solar Capacity for charging (if applies):			

Contract Information

19) CUC Delivery Date, (MM/DD/YYYY):	This will be the date at which CUC will begin to receive power.
20) Contract Term, years:	This will be the number of years, commencing at the CUC Delivery Date, for which the project will be delivering power under contract.
21) Contract Net Capacity (MW):	Please provide the nameplate capacity less internal station use to the nearest 100th of a MW (2 decimal places).

Interconnection and Transmission Information

22) Interconnection Voltage (kV):	
23) Interconnection Substation:	Provide the name of the expected nearest substation to which the project(s) would connect.
24) Interconnecting Transmission Line:	Provide a description of the line from the project to the substation.

Additional Information

Use the space provided to supply additional technical information as applicable. As available, please provide detailed technical description of charge/discharge cycle.

2. Expected Production Worksheet

The Expected Production Worksheet is provided on the following pages. There is one version of the Expected Production Worksheet and it is applicable to all generation resource technology types. The Expected Production Worksheet has been created as an Adobe pdf form, allowing for easy typewritten entry on the computer. Alternatively, proponents can print and fill out the Expected Production Worksheet manually.

Expected Production Worksheet

Project Identifying Information

1) Proponent Name: _____ **2) Proposal Name/Number:** _____ **3) Project Name:** _____

Expected Production Information

Provide expected generation information for each technology type being proposed. Smaller units of similar technologies and expected production amounts may be aggregated.
Provide the amount of power delivered into the CUC system, typically production less internal station use. Mark N/A for years beyond the contract expiration date.

4) Expected Average Monthly and Annual Production by Contract Year:

Month:	Contract Year: 1	2	3	4	5	6	7	8	9	10	11	12	13	14
Jan														
Feb														
Mar														
Apr														
May														
Jun														
Jul														
Aug														
Sep														
Oct														
Nov														
Dec														
Total Annual														

(Cont'd) Expected Average Monthly and Annual Production by Contract Year:

Month:	Contract Year: 15	16	17	18	19	20	21	22	23	24	25 & Beyond
Jan											
Feb											
Mar											
Apr											
May											
Jun											
Jul											
Aug											
Sep											
Oct											
Nov											
Dec											
Total Annual											

Expected Production Worksheet

5) Expected Average Hourly Production by Month, First Contract Year, Total MWh for Each Hour Ending (HE):

	Mon:	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
HE	1:00 AM												
HE	2:00 AM												
HE	3:00 AM												
HE	4:00 AM												
HE	5:00 AM												
HE	6:00 AM												
HE	7:00 AM												
HE	8:00 AM												
HE	9:00 AM												
HE	10:00 AM												
HE	11:00 AM												
HE	12:00 PM												
HE	1:00 PM												
HE	2:00 PM												
HE	3:00 PM												
HE	4:00 PM												
HE	5:00 PM												
HE	6:00 PM												
HE	7:00 PM												
HE	8:00 PM												
HE	9:00 PM												
HE	10:00 PM												
HE	11:00 PM												
HE	12:00 AM												
	Daily Total												

3. Environmental Attributes, Permits, and Related Issues Template

The proponent should identify and discuss the environmental impacts associated with the proposed project/integrated solution and its plan to mitigate such impacts. As available, proponents are encouraged to respond to the questions and requests for information contained herein, which address the environmental issues associated with air, water, solid waste, land use, noise, and other issues.

1) Identify permits, licenses, and environmental assessments and/or environmental impact statements that may be required.
    a) Provide a list of all Federal and CNMI permits, licenses, and environmental assessments and/or environmental impact statements required to construct and operate the project.
    b) Identify the governmental agencies which will issue or approve the required permits, licenses, and environmental assessments and/or environmental impact statements.
    c) Prepare timeline to complete acquisition of permits, licenses, and environmental assessments and/or environmental impact statements using the execution date of the contract as the starting point.

2) Provide a preliminary environmental assessment of the proposed/anticipated project site(s). Provide discussion identifying any potential environmental impediments to project development and the plan to mitigate the impediments. The assessment should address how the proposed project may impact each of the major environmental areas/issues included as items a) through i) below:
    a) Site development
    b) Air quality
    c) Water resources
    d) Ecology
    e) Land use
    f) Cultural resources
    g) Previous site use
    h) Noise level
    i) Aesthetic/visual, including identification of the location of the nearest residence and the nature of any buildings within 500 feet of the proposed/anticipated project site(s).

3) Identify communities and other stakeholders that may be affected by the proposed project. How will these communities or other stakeholders be affected and what mitigation efforts/plans can be made to lessen or alleviate the impact?

4) Describe in general terms the anticipated community support and a communications plan to gain support for or acceptance of the proposed project. How will affected communities and the general public be informed about the proposed project? Identify any existing support for and/or acceptance of the proposed project by the affected communities and the general public.

5) Will the affected communities/stakeholders and the general public be given an opportunity to provide the developer with feedback and comments on the proposed project? What will the developer do with the feedback and comments received?

6) Provide a discussion of project's or integrated solution's environmental characteristics including:
    (a) Air emissions (including particulate matter, NOx, SO2, and CO in lbs/MWh generated)
    (b) Land use
    (c) Water use and/or discharge (where applicable)
    (d) Waste directly related to power production

7) Describe any grants, tax credits, incentives, or other similar funding sources related to the environmental attributes of the project(s) that will be used in the development of the project or that will contribute to the project's economic feasibility.

4. Project Management/Experience Template

Proponents are required to demonstrate their project management and development experience and expertise. Proponents must illustrate they have a proven track record of performance in the development of energy supply resources that result in reliable and cost-effective power. If proponents are planning to maintain ownership and operation, they must demonstrate the capability to successfully operate the project(s). The project team must have demonstrated success in projects of similar type, size, and technology and demonstrate the ability to effectively work together and bring the project to commercial operation in a timely fashion. Proponents are required to provide responses to all questions and requests for information described in this template. Responses to items 1 through 6 below must be provided as part of the proponent's Technical Proposal.

1) Provide a Project Organizational Chart that lists the proponent, partners, and other consultants, companies, firms, contractors participating in the project(s) and identifies the management structure and responsibilities.

2) Provide a Personnel Chart which lists the key management and team personnel, by name, dedicated to this project.

3) Provide biographies of the key personnel listed in the Personnel Chart.

4) For each of the project participants given in the Project Organizational Chart, provide statements that list the specific experience of the firm in developing, financing, owning, and operating generating facilities, other projects of similar type, size and technology, and any evidence that the project participants have worked jointly on other projects. If a proponent is relying on the experience of a consultant or contractor to prove its team has the required experience, the proponent should describe any contractual relationships between the Proponent and the consultant or contractor.

5) Provide a listing of all projects the project sponsor has successfully developed or that are currently under construction. Provide the following information, as applicable, as part of the response:
   a) Name of the project
   b) Location of the project
   c) Project type, size and technology
   d) Commercial operation date
   e) Capacity factor of the unit for the past three years
   f) Availability factor of the unit for the past three years

6) With regard to the Seller's project team, identify and describe the entity responsible for the following:
   a) Construction Period Lender
   b) Operating Period Lender
   c) Financial Advisor
   d) Environmental Consultant
   e) Owner's Engineer
   f) Construction Contractor
   g) Transmission Consultant
   h) Legal Counsel

5. Reference Contact Information Form

Three valid references will need to be provided and these references will be contacted as part of the evaluation process. Please provide names of individuals that can speak to the proponent's experience and expertise in developing/completing projects similar in nature to the one being proposed. CUC prefers that these references are individuals/companies that could be considered the proponent's customer or former customer, as in a counter party to a power purchase agreement or development deal. The references provided should be for only those individuals who are willing and able to discuss the proponent's past work efforts and development experience and expertise. CUC reserves the right to investigate fully all proponents' track records in terms of project development successes and failures, legal matters, customer/client satisfaction, and any other issue that may have a bearing on the proponents' ability to deliver what is being proposed and to perform their duties and responsibilities required under any future contract.

Please provide the contact information requested on the following lines:

Reference #1

Company/Organization Name _____

Reference Person Name _____

Physical Address _____

Phone Number _____ Email Address _____

Reference #2

Company/Organization Name _____

Reference Person Name _____

Physical Address _____

Phone Number _____ Email Address _____

Reference #3

Company/Organization Name _____

Reference Person Name _____

Physical Address _____

Phone Number _____ Email Address _____

6. Project Financing and Credit Worthiness Template

Proponents are required to demonstrate the financial viability of their proposed project/integrated solution and their long-term credit-worthiness as a provider of power supply resources to CUC. Proponents are required to provide responses to all questions and requests for information described in this template. Responses to the following items 1 through 15 below should be provided as part of the proponent's Technical Proposal.

1) Description of the proponent's organizational structure from a financial and legal perspective, including any general and limited partners, involvement of subsidiaries, providers of capital, and percentage interest of each party.

2) Who are the equity participants in the project? Please identify and describe the roles and responsibilities of the equity participants. Please include names and contact information.

3) How will the project be financed?

4) Is there a written commitment from the equity participants? If so, please provide a copy with confidential information redacted if necessary.

5) Discuss and/or provide supporting information on any project financing guarantees.

6) Does the proponent envision any conditions precedent to project financing other than execution of the contract with CUC? If so, what do you expect them to be?

7) Provide a description of the financing plan for the project, including construction and term financing. The financing plan should address information contained in the pro forma, such as:
   a) The project's projected financial structure
   b) Expected sources of debt and equity financing
   c) Estimated capital cost
   d) Evidence the project is financeable, provided that CUC can secure credit-worthy funding
   e) In addition, the financing plan should address the financing of development costs
   f) Describe any grants, tax credits, incentives, or other similar funding sources that will be used in the development of the project or that will contribute to the project's economic feasibility

8) Provide documentation illustrating the experience of the project sponsor in securing financing for projects of similar size and technology. For each project provide the following information:
   a) Project name and location
   b) Project type and size
   c) Date of construction and permanent financing

9) Provide copies of the most recent three years of audited financial statements or annual report for each proponent, including affiliates of the proponent.

10) Give the current credit rating from Fitch, Standard & Poor's, and Moody's for the sponsor, affiliates, partners, and credit support provider.

11) Demonstrate the proponent's ability (and/or the ability of its credit support provider) to provide the required security, including its plan for doing so (including type of security, sources of security and a description of its credit support provider).

12) Provide a description of any current credit issues regarding the proponent or affiliate entities raised by rating agencies, banks, or accounting firms.

13) Describe the implication of the federal Production Tax Credits or Investment Tax Credits (or similar incentives) on the viability of the project.

14) Proponents must disclose any past, current, or anticipated future litigation related to projects owned or managed by them or any of their affiliates in the United States.

15) Proponents must provide an Outstanding Legal Claims Statement as discussed in the next section of this Appendix B.

7. Outstanding Legal Claims Statement

Proponents must provide an Outstanding Legal Claims Statement describing any and all completed, pending, and potential litigation and regulatory proceedings that could affect the viability of the proponent's proposal or the proponent's financial stability. This includes, without limitation, any civil or criminal proceeding involving any principals of the proponent. The Outstanding Legal Claims Statement should be signed and dated by the same individual/representative who has been signing the proposal forms on behalf of the proponent.

CUC has not provided a template for this Outstanding Legal Claims Statement. Proponents are to provide their own Outstanding Legal Claims Statement in any appropriate format, which should be signed and dated.

8. Site Control Template

Proponents are encouraged to provide information related to the proposed project(s) site(s), if available, to demonstrate the viability of the project. Proponents are encouraged to provide responses to all questions and requests for information described in this template, as available and as applicable. Responses to the following items 1 through 7 below should be provided as part of the proponent's Technical Proposal.

1) Provide a map of the project site(s) that clearly identifies the location of the site, the total acreage, the interconnection point, and the relationship of the site to other local infrastructure.

2) In addition to providing the map, provide a site layout plan which illustrates the location of all equipment and facilities on the site.

3) If available, proponents should provide evidence of right to use site by responding to the following questions:

   a) Does the project have a right to use the site, e.g., by virtue of ownership or land rights obtained from the owner?
   b) Does the project need any entitlements to use the site?
   c) Include any relevant documentation, e.g. letter of intent to negotiate a lease or purchase of site, or evidence of actual lease or purchase of site.

4) If the proponent does not have site control, provide a timeline when it is anticipated that the project will receive entitlements to use the site, obtain a lease to, or purchase the site. For reference, use the execution date of the power purchase agreement as the starting point.

5) Provide evidence that the site is properly zoned. If the site is not currently zoned properly, identify present and required zoning and/or land use designations and provide a permitting plan and timeline to secure the necessary approvals.

6) Identify any rights-of-way or easements that are required for access to the project or for interconnection. Describe the status of rights-of-way and easement acquisition, and describe the plan for securing the necessary rights-of-way, including the proposed timeline.

7) Describe whether the project has the capability for expansion at the proposed site. If so, describe the expansion capability possible.

8) Describe the project facility security plan to include safety, and protection from electronic or physical tampering or damages.

9. Equipment and EPC Template

Proponents should discuss the status of equipment supply and EPC agreements, as applicable. Proponents should provide basic information about the specific technology or equipment including the track record of the technology and equipment in an island environment. As available and as applicable, proponents are encouraged to provide responses to the following items 1 through 8 below as part of the proponent's Technical Proposal.

1) Provide the name of principal engineering firm responsible for facility design.

2) Provide the type of generation technology being proposed. Describe the technology to be employed for energy production. Describe the major equipment considered or expected to be used.

3) To the proponent's best knowledge, are there, or have there been any similar projects/integrated solutions in commercial operation for at least five years? If not, please respond to the following:
   a) Are there, or have there been, any pilot projects? Please provide information describing the pilot project(s), outcomes, and status.
   b) Please provide evidence that the technology to be employed for energy production has been proven. Such evidence may include copies of studies confirming technical feasibility. Projects not proven to have reliable commercial operations for a minimum of five years will be considered on a case-by-case basis; however, it is likely these projects will not score high enough to be qualified.

4) Provide information regarding the key equipment suppliers and vendors selected, or considered, including names and locations.

5) Provide information that illustrates the effectiveness of the proposed equipment and technology, specifically with regard to operation in tropical island environments.

6) Describe lead times for delivery of major equipment from the vendors' locations to CNMI.

7) Please identify similar equipment by the same manufacturer/vendor that are presently in commercial operations including the number installed, installed capacity, and estimated annual generation.

8) Please indicate if the proponent has secured major equipment for the project (e.g., diesel engines, wind turbines, solar panels, etc.). If not, identify the long-lead equipment options and describe the timing for securing equipment.

10. Phase 1 Evaluation: Qualifying Scoring Worksheet

The “Phase 1 Evaluation: Qualifying Scoring Worksheet” is provided to show how the proposals will be evaluated during the qualification period. The highest ranked proposal(s) in Phase 1 will be moving forward to Phase 2, the Costing Phase, of the evaluation process.

CUC-RFP-25-021 Renewal Energy
Phase 1 Evaluation: Qualifying Scoring Worksheet

Please select your Evaluation Committee Member Name from drop down list:
Evaluation Committee Member:

Please enter the date of completion for the evaluation of this proposal:
Date of Evaluation Completion:

Please provide project identifying information in items A), B) and C).

Project Identifying Information

A) Proponent Name: **B) Proposal Name/Number:** **C) Project Name:**

Proposals can be disqualified for failing to meet certain proposal requirements, as noted in the Points Value information. A score of "Disqualify" on any one line item means the proposal is disqualified and is excluded from further consideration.

References cannot increase a proposal's score for qualification purposes; they can only decrease the score.

Evaluation Committee Members will evaluate proposals and select answers in the blue highlighted boxes.

Evaluation Sections and Scoring:	Maximum Points Value:
1) Basic Proposal Requirements	24
2) Equipment and EPC	20
3) Environmental Attributes, Permits, and Related Issues	10
4) Site Control	6
5) Project Management and Experience	20
6) Project Financing and Credit Worthiness	20
Maximum Possible Phase 1 Score:	**100**

Reference Scoring (Decremental Only):	Points Subtracted:		
Reference Assessment:	**Good**	**Fair**	**Poor**
Applicability and relevance of provided references	0	-1	-2
Quality of project team personnel and proponent's partners	0	-1	-2
Overall satisfaction working with proponent	0	-1	-2
Results/outcome of project met expectations	0	-1	-2

Section 1) Basic Proposal Requirements **Maximum Points Value for Section:** 24

		Points Value:		Score:
1.1)	Has proponent provided the submittal checklist, shareholders & non-collusion affidavits, the equal emp. statement, and the COI declaration?	Yes = +0	No = Disqualify	Disqualify
1.2)	Has proponent adequately completed the Technical Parameters Worksheet?	Yes = +5	No = 0	0
1.3)	Has proponent adequately completed the Expected Production Worksheet?	Yes = +5	No = 0	0
1.4)	Does the proposal provide a good overview/understanding of the proposed project(s) and/or integrated solution?	Yes = +5	No = 0	0
1.5)	Does the proposal provide a good overview/understanding of the benefits of the proposed project to CUC?	Yes = +4	No = 0	0
1.6)	Does the proposal reflect the work product of a careful and well thought out effort on behalf of proponent?	Yes = +5	No = 0	0
			Subtotal for Basic Proposal Requirements:	**Disqualify**

Project Identifying Information

A) Proponent Name: B) Proposal Name/Number: C) Project Name:

Section 2) Equipment and EPC	Maximum Points Value for Section: 20			Score:
		Points Value:		
2.1)	Does the proposal meet the required system configuration equal or greater for the Solar PV with BESS and system integration requirements?	Yes = +4	No = Disqualify	Disqualify
2.2)	Has the proposal demonstrated that the technology has reliable commercial operations in a utility environment for at least two years?	Yes = +5	No = 0	0
2.3)	If No to Question 2.2), has the technology been proven technically feasible and does this technology warrant further consideration?	Yes = +0	No = Disqualify	Disqualify
2.4)	Has the proposal illustrated the effectiveness of the technology in island environments?	Yes = +2	No = 0	0
2.5)	Has the proposal identified/discussed principal engineering firm and key equipment suppliers/vendors?	Yes = +2	No = 0	0
2.6)	Has the proposal described the lead time for delivery of major equipment from vendors to CNMI?	Yes = +2	No = 0	0
2.7)	Has the proposal identified similar equipment by same vendor that are in operations, including #, capacity, and generation?	Yes = +2	No = 0	0
2.8)	Has the proposal secured major equipment for the project?	Yes = +2	No = 0	0
2.9)	Has the proposal identified the long-lead equipment options and described the timing for securing equipment?	Yes = +1	No = 0	0
			Subtotal for Equipment and EPC:	Disqualify

Section 3) Environmental Attributes, Permits, and Related Issues	Maximum Points Value for Section: 10			Score:
		Points Value:		
3.1)	Does proposal identify permits, licenses, and environmental assessments that may be required to construct and operate the project?	Yes = +2	No = 0	0
3.2)	Has the proposal identified the agencies involved in issuing and approving permits, licenses, and environmental assessments?	Yes = +1	No = 0	0
3.3)	Has the proposal prepared a timeline which adequately details what is required to complete the environmental permitting process?	Yes = +1	No = 0	0
3.4)	Has the proposal provided an adequate preliminary environmental assessment of the anticipated project site and mitigation plans?	Yes = +1	No = 0	0
3.5)	Has the proposal addressed communities' and stakeholders' issues and mitigation plans for those affected?	Yes = +2	No = 0	0
3.6)	Has the proposal provided a discussion around community support and endorsement and a communications plan?	Yes = +1	No = 0	0
3.7)	Has the proposal discussed the environmental characteristics of the proposed project, including emissions, water & land use?	Yes = +1	No = 0	0
3.8)	Has the proposal described any grants, tax credits, incentives or other similar funding sources related to environmental attributes?	Yes = +1	No = 0	0
			Subtotal for Environmental Attributes, Permits, and Related Issues:	0

Project Identifying Information

A) Proponent Name: | **B) Proposal Name/Number:** | **C) Project Name:**

Section 4) Site Control	Maximum Points Value for Section: 6			Score:
		Points Value:		
4.1)	Is there a map that includes identification of acreage, interconnection and other infrastructure which includes a site layout plan of the project site with all equipment and facilities?	Yes = +1	No = 0	0
4.2)	Does the proposal include a discussion of facility safety such as protection from electronic or physical tampering or other damage concerns?	Yes = +1	No = 0	0
4.3)	Has the proposal provided evidence of right to use site by virtue of ownership or land rights? Has it addressed needed entitlements?	Yes = +1	No = 0	0
4.4)	If No to Question 4.3), has proponent provided any letter of intent to negotiate a lease or purchase of site?	Yes = +1	No = 0	0
4.5)	Has the proposal provided a timeline when it is anticipated the project will obtain use of the site?	Yes = +1	No = 0	0
4.6)	Has the proposal discussed zoning, rights-of-way/ easements, and the capability for expansion?	Yes = +1	No = 0	0
			Subtotal for Site Control:	**0**

Section 5) Project Management and Experience	Maximum Points Value for Section: 20			
		Points Value:		
5.1)	Is there a clearly presented Project Organization Chart that describes the responsibilities of proponent, partners, and other participants?	Yes = +2	No = 0	0
5.2)	For each participant on the Project Organization Chart, did proposal provide background information sufficient to establish experience?	Yes = +5	No = 0	0
5.3)	Is there a Personnel Chart which lists the key personnel dedicated to this project?	Yes = +2	No = 0	0
5.4)	Did proposal provide biographies of the key personnel sufficient to establish experience and expertise?	Yes = +4	No = 0	0
5.5)	Did proposal provide a detailed account of all projects successfully developed or under construction?	Yes = +5	No = 0	0
5.6)	Did proposal identify the entities responsible for supporting the project, including lenders, advisors, engineers, counsel, etc.?	Yes = +1	No = 0	0
5.7)	Did proponent provide three references?	Yes = +1	No = 0	0
			Subtotal for Project Management and Experience:	**0**

Project Identifying Information

A) Proponent Name: **B) Proposal Name/Number:** **C) Project Name:**

Section 6) Project Financing and Credit Worthiness **Maximum Points Value for Section:** 20

			Points Value:		
6.1)	Did proponent describe its organization's structure from a financial and legal perspective, including any partners, subsidiaries, providers of capital, and percentage interest of each?		Yes = +0	No = Disqualify	Disqualify
6.2)	Did proposal describe the equity participants in the project and their respective roles and responsibilities and provide contact information?		Yes = +0	No = Disqualify	Disqualify
6.3)	Is there a written commitment provided from the equity participants?		Yes = +1	No = 0	0
6.4)	Did proposal discuss and provide supporting information on any project financing guarantees?		Yes = +1	No = 0	0
6.5)	Does proposal describe any conditions precedent to project financing other than execution of the contract with CUC?		Yes = +1	No = 0	0
6.6)	Does proposal provide a description of the financing plan for the project, including construct. & term financing, for each of the following?				
6.6-a)	a) the project's financial structure		Yes = +1	No = 0	0
6.6-b)	b) expected sources of debt financing		Yes = +1	No = 0	0
6.6-c)	c) estimated capital cost		Yes = +1	No = 0	0
6.6-d)	d) evidence the project is financeable, provided that CUC can secure credit-worthy funding		Yes = +1	No = 0	0
6.6-e)	e) the financing of development costs		Yes = +1	No = 0	0
6.6-f)	f) the use of grants, tax credits, incentives, or other similar funding sources		Yes = +1	No = 0	0
6.7)	Does proposal provide the requested documentation illustrating the experience of the project sponsor in securing financing for projects of similar size and technology?		Yes = +3	No = 0	0
6.8)	Did proponent provide copies of the most recent three years of audited financial statements?		Yes = +0	No = Disqualify	Disqualify
6.6-a)	a) Do the audited financial statement indicate stability of net assets?		Yes = +0	No = -5	(5)
6.6-b)	b) Do the audited financial statements indicate a reasonable debt/equity ratio?		Yes = +0	No = -5	(5)
6.6-c)	c) Do the audited financial statement indicate adequate cash flow and working capital?		Yes = +0	No = -5	(5)
6.9)	Did proponent provide credit ratings or discussion around credit ratings?		Yes = +1	No = 0	0
6.10)	Did proponent demonstrate its ability to provide the required security, including its plan for doing so?		Yes = +2	No = 0	0
6.11)	Did proponent provide a discussion of the subject of any current credit issues?		Yes = +1	No = 0	0
6.12)	Did proponent describe the implications of the federal Production Tax Credits or Similar incentives?		Yes = +1	No = 0	0
6.13)	Did proponent address past, current, or anticipated future litigation related to projects owned or managed by them or any of their affiliates?		Yes = +1	No = 0	0
6.14)	Did proponent provide an Outstanding Legal Claims Statement as given in Appendix B?		Yes = +1	No = Disqualify	Disqualify
6.15)	Is proponent free of Outstanding Legal Claims which may seriously impact their credit-worthiness and/or ability to deliver on proposal?		Yes = +1	No = Disqualify	Disqualify
				Subtotal for Project Financing and Credit Worthiness:	(15)

Has the proposal been disqualified?	**Yes**
Total Phase 1 Score (Sections 1-6), Prior to Reference Assessment:	**N/A**

Project Identifying Information

A) Proponent Name: _____ **B) Proposal Name/Number:** _____ **C) Project Name:** _____

Section 7) Reference Assessment Scoring **Maximum Points Subtracted for Section:** -8

If references were not provided, a score of "Poor" will be applied to all Subject Areas.

				Points Value:
Subject Area: Applicability and relevance of provided references. Scorer's assessment as to whether references were valid, applicable, and could speak to proponent's performance and track record for similar projects.		Good = +0	Fair = -1	Poor = -2	-2
Subject Area: Quality of project team personnel and proponent's partners References' assessments as to the quality of proponent's direct project personnel and the partner companies involved in the reference projects.		Good = +0	Fair = -1	Poor = -2	-2
Subject Area: Overall satisfaction working with proponent References' assessments as to their overall satisfaction with proponent's quality of work, management of the project, partnering/teaming ability, cooperation/coordination, and effectiveness.		Good = +0	Fair = -1	Poor = -2	-2
Subject Area: Results/outcome of project met expectations References' assessments of the overall results of the project, including operational effectiveness and reliability, the project generally meeting expectations, and if the project is considered successful.		Good = +0	Fair = -1	Poor = -2	-2
				Subtotal for Reference Assessment:	-8

Total Phase 1 Score (Sections 1-6), Prior to Reference Assessment:	**N/A**
Score Subtotal for Reference Assessment	**N/A**
Total Phase 1 Score (Sections 1-7), After Reference Assessment:	**N/A**

Appendix C:
Cost Proposal Worksheet

This Appendix C contains the Cost Proposal Worksheet which must be completed and provided as part of each proponent's Cost Proposal submittal **separately from the Technical Proposal.** Proponents should fill out a Cost Proposal Worksheet for each island.

Cost Proposal Worksheet for the island of Saipan, CNMI.

Cost Proposal Worksheet

Project Identifying Information

1) Proponent Name: _____ **2) Proposal Name/Number:** _____ **3) Project Name:** _____

Owner/Operator Expense Information

This section provides justification for the Project Cost to CUC information provided below. The expense information provided here should reflect those costs to be borne by the project owner and/or operator, regardless of who the owner and/or operator will be.

4) Variable O&M ($ per MWh) _____ Provide the estimated average variable operations and maintenance expense expected to be incurred by the project owner in the first contract year. These should be all non-fuel costs which vary depending on the amount of energy produced.

5) Fixed O&M ($ per kW-year) _____ Provide the estimated average fixed operations and maintenance costs to be incurred by the project owner in the first contract year. Provide as $ per kW-year, using the nameplate capacity. The information should reflect all costs which are fixed or relatively stable regardless of the energy produced.

6) Escalation Rate for Variable O&M (%) _____ Provide an estimate as to the annual escalation rate for variable O&M. Escalation numbers may be provided for each contract year, if applicable, in the section below, "Additional Information."

7) Escalation Rate for Fixed O&M (%) _____ Provide an estimate as to the annual escalation rate for fixed O&M. Escalation numbers may be provided for each contract year, if applicable, in the section below "Additional Information."

8) Capital Cost ($) _____ Provide an estimate of the total cost to bring project to commercial operation. This should be considered an "all in" cost and include the costs to design, engineer, procure, construct, and test the project. Include interest accrued during construction and all fees and miscellaneous payments: permitting fees, consulting fees, legal fees, owner's fees, development fees, taxes, etc. The only project development cost not included here would be the interconnection cost, which should be estimated separately in item 9) Estimated Interconnection Cost.

9) Estimated Interconnection Cost ($) _____ Provide an estimate of the interconnection costs. The interconnection cost will be determined as part of the Interconnection Study.

10) Tax Incentives Total ($) _____ ; and 2028 cents/kWh _____ Provide an estimated amount of federal tax incentives, on a 2028 net present value over the first ten (10) years of service, as well as the 2028 cents per kWh federal tax credit (both answers if applicable).

11) Grand Total ($) _____ Provide the total amount for the items listed above from items 4 to 9. The cost shall be the total cost per year.

Fuel Infrastructure Cost Worksheet (Required for all non-oil resources, incuding waste-to-energy, CHP, biomass, and other unique resource options.)

Project Identifying Information

1) Proponent Name: _____ 2) Proposal Name/Number: _____ 3) Project Name: _____

Location Information:

4) Description of Project Site: _____ For example, "Located on 10 acres, 1.0 mile NW of Landmark X, near the City of X.

5) Town/Homestead and Island: _____ Provide the name of the nearest population center, and which island the project is located.

Fuel Infrastructure Cost Breakdown - Provide for any thermal resource other than oil, waste-to-energy, combined heat and power, and biomass. Provide as needed for other options.

6) Raw Materials		$
7) Balance of Fuel Station Equipment		$
8) Construction and Equipment Installation		$
9) Engineering		$
10) Construction Management		$
11) Insurance/Performance Bonds		$
12) Start-Up and Testing		$
13) Permitting/Environmental		$
14) Land Remediation		$
15) Other Owner's Costs (include IDC)		$
16) Total Estimated Project Costs		$

17) Waste-to-energy and Biomass ONLY - Additional Space for fuel costs & other costs

Enter Labels and Additional Costs, as applicable. Enter fuel costs on a per-year basis first.

Fuel	$/Yr		
Label 1		Value 1	
Label 2		Value 2	
Label 3		Value 3	
Label 4		Value 4	
Label 5		Value 5	
Label 6		Value 6	
Label 7		Value 7	

Infrastructure Cost Pass-Through Information - MUST be consistent with data provided in Cost Proposal Worksheet

18) Volumetric Infrastructure Cost Pass-Through (Y/N):	Mark "Y" if variable cost estimate for the project includes debt service recovery adder for fuel infrastructure investment.
19) Fixed Capacity/Recovery Charge (Y/N)	Mark "Y" if fuel infrastructure investment is included as part of debt service or fixed capacity/recovery charge.
20) Component of Cost Worksheet that includes costs:	Please specifically state which line item in the Cost Worksheet for the proposed project includes fuel infrastructure/delivery costs.

Additional Information Use the space provided to supply additional technical information as applicable. Please provide as detailed as possible descriptions of fuel infrastructure approach.

Cost Proposal Worksheet for the island of Tinian, CNMI.

Cost Proposal Worksheet

Project Identifying Information

1) Proponent Name: _____ **2) Proposal Name/Number:** _____ **3) Project Name:** _____

Owner/Operator Expense Information

This section provides justification for the Project Cost to CUC information provided below. The expense information provided here should reflect those costs to be borne by the project owner and/or operator, regardless of who the owner and/or operator will be.

4) Variable O&M ($ per MWh) _____ Provide the estimated average variable operations and maintenance expense expected to be incurred by the project owner in the first contract year. These should be all non-fuel costs which vary depending on the amount of energy produced.

5) Fixed O&M ($ per kW-year) _____ Provide the estimated average fixed operations and maintenance costs to be incurred by the project owner in the first contract year. Provide as $ per kW-year, using the nameplate capacity. The information should reflect all costs which are fixed or relatively stable regardless of the energy produced.

6) Escalation Rate for Variable O&M (%) _____ Provide an estimate as to the annual escalation rate for variable O&M. Escalation numbers may be provided for each contract year, if applicable, in the section below, "Additional Information."

7) Escalation Rate for Fixed O&M (%) _____ Provide an estimate as to the annual escalation rate for fixed O&M. Escalation numbers may be provided for each contract year, if applicable, in the section below "Additional Information."

8) Capital Cost ($) _____ Provide an estimate of the total cost to bring project to commercial operation. This should be considered an "all in" cost and include the costs to design, engineer, procure, construct, and test the project. Include interest accrued during construction and all fees and miscellaneous payments: permitting fees, consulting fees, legal fees, owner's fees, development fees, taxes, etc. The only project development cost not included here would be the interconnection cost, which should be estimated separately in item 9) Estimated Interconnection Cost.

9) Estimated Interconnection Cost ($) _____ Provide an estimate of the interconnection costs. The interconnection cost will be determined as part of the Interconnection Study.

10) Tax Incentives Total ($) _____ ; and 2028 cents/kWh _____ Provide an estimated amount of federal tax incentives, on a 2028 net present value over the first ten (10) years of service, as well as the 2028 cents per kWh federal tax credit (both answers if applicable).

11) Grand Total ($) _____ Provide the total amount for the items listed above from items 4 to 9. The cost shall be the total cost per year.

Fuel Infrastructure Cost Worksheet (Required for all non-oil resources, incuding waste-to-energy, CHP, biomass, and other unique resource options.)

Project Identifying Information

1) Proponent Name: | 2) Proposal Name/Number: | 3) Project Name:

Location Information:

4) Description of Project Site: (For example, "Located on 10 acres, 1.0 mile NW of Landmark X, near the City of X.)

5) Town/Homestead and Island: (Provide the name of the nearest population center, and which island the project is located.)

Fuel Infrastructure Cost Breakdown - Provide for any thermal resource other than oil, waste-to-energy, combined heat and power, and biomass. Provide as needed for other options.

6) Raw Materials	$	
7) Balance of Fuel Station Equipment	$	
8) Construction and Equipment Installation	$	
9) Engineering	$	
10) Construction Management	$	
11) Insurance/Performance Bonds	$	
12) Start-Up and Testing	$	
13) Permitting/Environmental	$	
14) Land Remediation	$	
15) Other Owner's Costs (include IDC)	$	
16) Total Estimated Project Costs	$	

17) Waste-to-energy and Biomass ONLY - Additional Space for fuel costs & other costs

Enter Labels and Additional Costs, as applicable. Enter fuel costs on a per-year basis first.

Fuel	$/Yr		
Label 1		Value 1	
Label 2		Value 2	
Label 3		Value 3	
Label 4		Value 4	
Label 5		Value 5	
Label 6		Value 6	
Label 7		Value 7	

Infrastructure Cost Pass-Through Information - MUST be consistent with data provided in Cost Proposal Worksheet

18) Volumetric Infrastructure Cost Pass-Through (Y/N):	Mark "Y" if variable cost estimate for the project includes debt service recovery adder for fuel infrastructure investment.
19) Fixed Capacity/Recovery Charge (Y/N)	Mark "Y" if fuel infrastructure investment is included as part of debt service or fixed capacity/recovery charge.
20) Component of Cost Worksheet that includes costs:	Please specifically state which line item in the Cost Worksheet for the proposed project includes fuel infrastructure/delivery costs.

Additional Information Use the space provided to supply additional technical information as applicable. Please provide as detailed as possible descriptions of fuel infrastructure approach.

Cost Proposal Worksheet for the island of Rota, CNMI.

Cost Proposal Worksheet

Project Identifying Information

1) Proponent Name: _____ **2) Proposal Name/Number:** _____ **3) Project Name:** _____

Owner/Operator Expense Information

This section provides justification for the Project Cost to CUC information provided below. The expense information provided here should reflect those costs to be borne by the project owner and/or operator, regardless of who the owner and/or operator will be.

4) Variable O&M ($ per MWh) _____ Provide the estimated average variable operations and maintenance expense expected to be incurred by the project owner in the first contract year. These should be all non-fuel costs which vary depending on the amount of energy produced.

5) Fixed O&M ($ per kW-year) _____ Provide the estimated average fixed operations and maintenance costs to be incurred by the project owner in the first contract year. Provide as $ per kW-year, using the nameplate capacity. The information should reflect all costs which are fixed or relatively stable regardless of the energy produced.

6) Escalation Rate for Variable O&M (%) _____ Provide an estimate as to the annual escalation rate for variable O&M. Escalation numbers may be provided for each contract year, if applicable, in the section below, "Additional Information."

7) Escalation Rate for Fixed O&M (%) _____ Provide an estimate as to the annual escalation rate for fixed O&M. Escalation numbers may be provided for each contract year, if applicable, in the section below "Additional Information."

8) Capital Cost ($) _____ Provide an estimate of the total cost to bring project to commercial operation. This should be considered an "all in" cost and include the costs to design, engineer, procure, construct, and test the project. Include interest accrued during construction and all fees and miscellaneous payments: permitting fees, consulting fees, legal fees, owner's fees, development fees, taxes, etc. The only project development cost not included here would be the interconnection cost, which should be estimated separately in item 9) Estimated Interconnection Cost.

9) Estimated Interconnection Cost ($) _____ Provide an estimate of the interconnection costs. The interconnection cost will be determined as part of the Interconnection Study.

10) Tax Incentives Total ($) _____ ; and 2028 cents/kWh _____ Provide an estimated amount of federal tax incentives, on a 2028 net present value over the first ten (10) years of service, as well as the 2028 cents per kWh federal tax credit (both answers if applicable).

11) Grand Total ($) _____ Provide the total amount for the items listed above from items 4 to 9. The cost shall be the total cost per year.

Fuel Infrastructure Cost Worksheet (Required for all non-oil resources, incuding waste-to-energy, CHP, biomass, and other unique resource options.)

Project Identifying Information

1) Proponent Name: _____ 2) Proposal Name/Number: _____ 3) Project Name: _____

Location Information:

4) Description of Project Site: _____ For example, "Located on 10 acres, 1.0 mile NW of Landmark X, near the City of X.

5) Town/Homestead and Island: _____ Provide the name of the nearest population center, and which island the project is located.

Fuel Infrastructure Cost Breakdown - Provide for any thermal resource other than oil, waste-to-energy, combined heat and power, and biomass. Provide as needed for other options.

6) Raw Materials		$
7) Balance of Fuel Station Equipment		$
8) Construction and Equipment Installation		$
9) Engineering		$
10) Construction Management		$
11) Insurance/Performance Bonds		$
12) Start-Up and Testing		$
13) Permitting/Environmental		$
14) Land Remediation		$
15) Other Owner's Costs (include IDC)		$
16) Total Estimated Project Costs		$

17) Waste-to-energy and Biomass ONLY - Additional Space for fuel costs & other costs

Enter Labels and Additional Costs, as applicable. Enter fuel costs on a per-year basis first.

Fuel	$/Yr		
Label 1		Value 1	
Label 2		Value 2	
Label 3		Value 3	
Label 4		Value 4	
Label 5		Value 5	
Label 6		Value 6	
Label 7		Value 7	

Infrastructure Cost Pass-Through Information - MUST be consistent with data provided in Cost Proposal Worksheet

18) Volumetric Infrastructure Cost Pass-Through (Y/N):		Mark "Y" if variable cost estimate for the project includes debt service recovery adder for fuel infrastructure investment.
19) Fixed Capacity/Recovery Charge (Y/N)		Mark "Y" if fuel infrastructure investment is included as part of debt service or fixed capacity/recovery charge.
20) Component of Cost Worksheet that includes costs:		Please specifically state which line item in the Cost Worksheet for the proposed project includes fuel infrastructure/delivery costs.

Additional Information Use the space provided to supply additional technical information as applicable. Please provide as detailed as possible descriptions of fuel infrastructure approach.

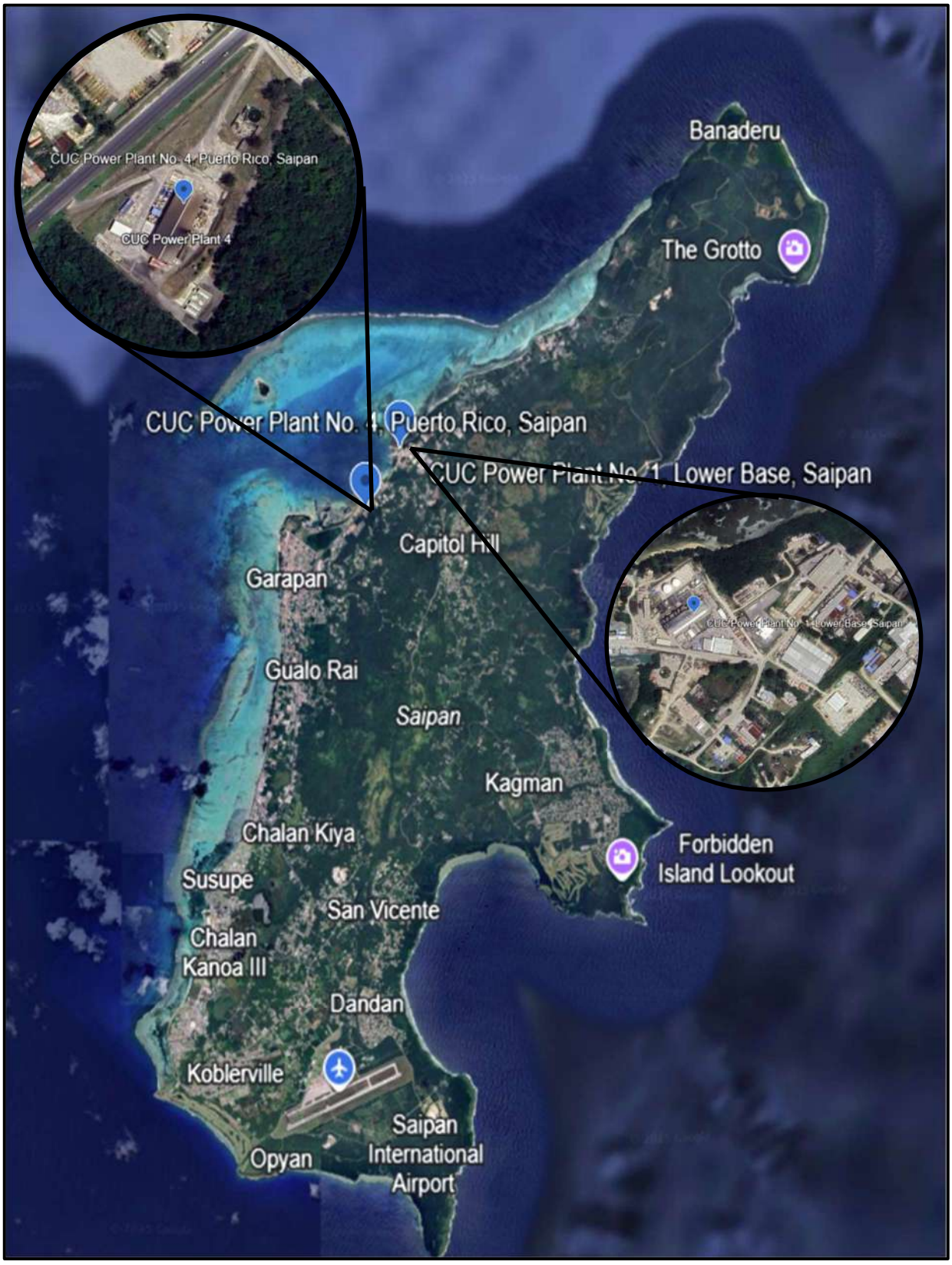
Appendix D:

Maps

The following maps are provided:

1. Saipan Power Plants location map
2. Tinian Power Plant location map
3. Rota Power Plant location map
4. Saipan Power Transmission and Distribution map
5. Tinian Power Transmission and Distribution map
6. Rota Power Transmission and Distribution map

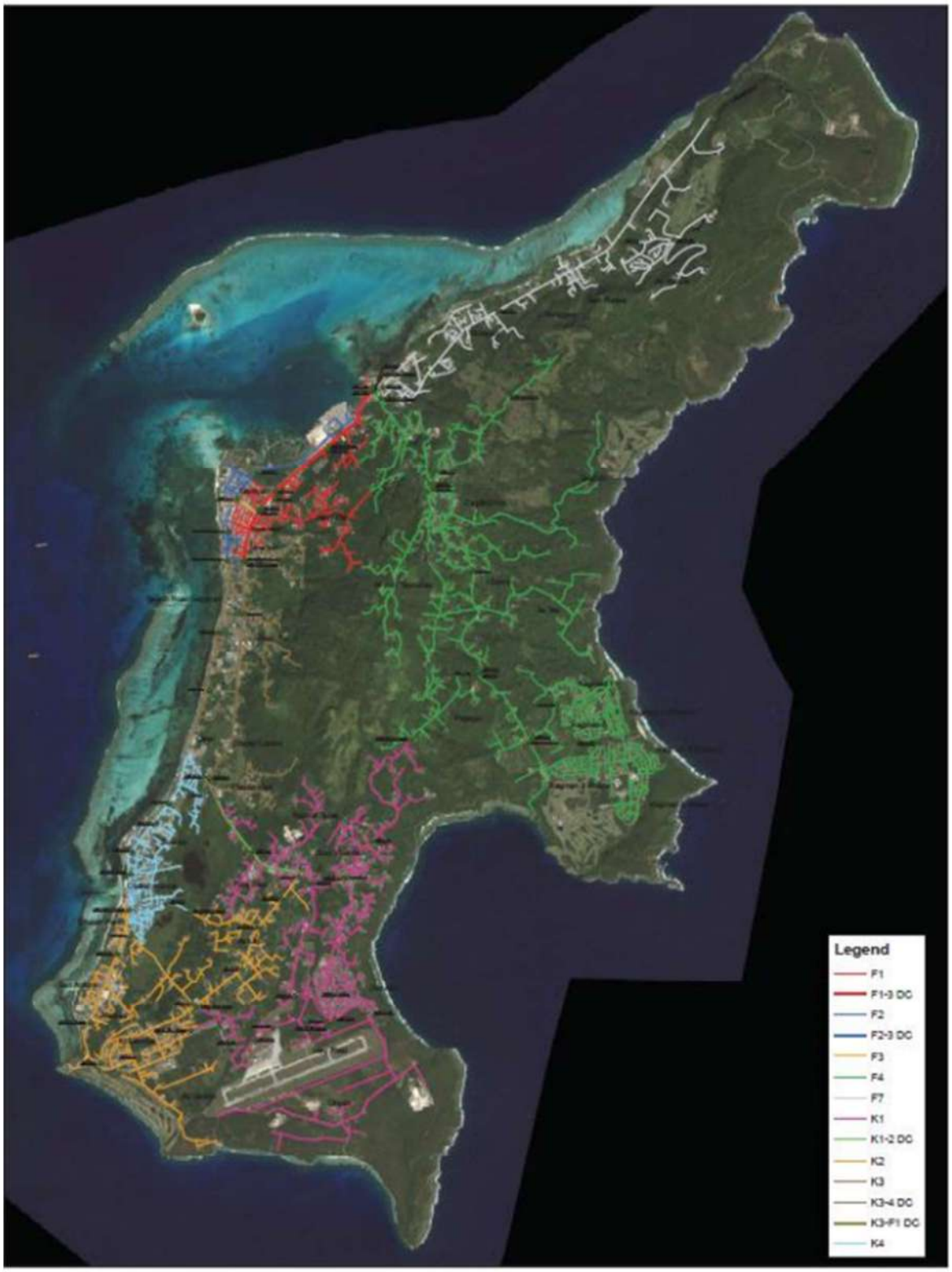
CUC SAIPAN POWER PLANTS MAP



CUC TINIAN POWER PLANT MAP

CUC ROTA POWER PLANT MAP

Saipan: Geographic One-Line Diagram



Tinian: Geographic One-Line Diagram

Rota: Geographic One-Line Diagram

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

THIS IS A FORM CONTRACT: THE FINAL CONTRACT MAY BE A MODIFIED VERSION OF THIS CONTRACT WITH DIFFERING PROVISIONS AT THE DISCRETION OF CUC.

CONTRACT NO.: CUC-ED-25-CXXX
REF. NO.: CUC-RFP-25-021

PERFORMANCE MANAGEMENT CONTRACT

This Performance Management Contract 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 [***Name of Company***], hereinafter called the **"CONTRACTOR,"** whose address is: [***Address of Company***] for "**Independent Power Producer - Solar Photovoltaic with Battery Energy Storage System for All Islands, CNMI**" (the "**Project**") pursuant to the terms and conditions presented below:

RECITALS

A) CUC's Generation requires the services of a qualified firm for "**Independent Power Producer - Solar Photovoltaic with Battery Energy Storage System for All Islands, CNMI**," as specified in the Scope of Work of Solicitation, CUC-RFP-25-021, attached hereto and incorporated as **Exhibit A**.

B) Pursuant to NMIAC 50-50-205 for Competitive Sealed Proposals, CUC issued request for proposals under CUC-RFP-25-021, which is attached hereto and incorporated as **Exhibit A**.

C) CUC received (##) proposals in response to CUC-RFP-25-021 from firms capable of providing the services detailed in the request for proposals solicitation package.

D) After a thorough review of all the proposals submitted, CUC determined that the Contractor submitted the most qualified proposal which meets the requirements of the solicitation. Furthermore, CUC determined that the Contractor is responsible and has the necessary resources to successfully perform the project.

E) Therefore, CUC awards this Contract to the Contractor based on the terms and conditions herein and the Contractor's proposal attached hereto and incorporated as **Exhibit B**.

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

AGREEMENT

ARTICLE 1. CONTRACT DELIVERABLES:

A) Contractor's Duties: The Contractor shall provide the services required for the Project as depicted in CUC-RFP-25-021 and in the Contractor's Proposal, Exhibits A and B respectively:

(PROPOSAL FEE TO BE INSERTED HERE)

The Contractor shall arrange for all the requirements for the Generation of ## megawatts Electrical Power and for the hookup to CUC's Power Grid for All Island (Saipan, Tinian and Rota), CNMI.

Following summary of Contractor's Duties:

1. Title of the equipment – Shall remain with the Contractor/Contractor. CUC acknowledges and agrees that the equipment is the exclusive property of Contractor and undertakes:
    a. not to lease, lend or dispose of the equipment in any way.
    b. not to infringe against Contractor's rights of ownership of the equipment.
    c. to protect the equipment against any attachment, confiscation, or any other enforcement procedure under applicable law and to inform Contractor of any threatened attachment, confiscation, or any other enforcement procedure without delay; and
    d. not to repair, improve, move, interfere with, deface, or otherwise interact or attempt to interact with the equipment, without the express written consent of Contractor.
2. Insurance provisions – Contractor shall be responsible for all the insurance required on their equipment from the time the equipment is mobilized for the CUC contract until they are demobilized.
3. Scope of works and responsibilities of parties – CUC and Contractor shall comply with the Scope of Responsibilities, as stated in Contractor's proposal.
4. Site specifications – Contractor shall confirm the location of the site provided and any additional improvements required for prompt mobilization and installation of the power supply equipment and ancillaries.
5. Solar Photovoltaic (PV) and Battery Energy Storage System (BESS) specifications – The Contractor shall provide and be responsible for the site location for the solar PV and BESS for each site per island.
6. Licenses and permits – Contractor shall be providing equipment on a rental basis for the use of CUC and all permits and licenses to import and export the equipment and to operate the equipment including, but not limited to, environmental compliance and

regulations. CUC shall defend, indemnify, and hold Contractor harmless on demand from any claims resulting with respect to permits, environmental and other such compliance requirements. For the avoidance of doubt, the provisions of this Article pertain not only to the present legal and government requirements, but also to the legal and government requirements for the entire period of this Contract (including any extension thereof).

7. Charges cent / kWh and offtake, overproduction, etc. – Charges for power supply services shall follow **Article 2 : Consideration.**
8. Contract effectiveness and mobilization, start of commercial operations – The project performance shall follow the project schedule and Delivery Plan as provided in the Contractor's proposal.
9. Performance guarantees –
    a. During the term of the contract, CUC will guarantee the Contractor an off-take of #### kilowatt hours per week. In the event, that Contractor is requested by CUC to generate more than #### kilowatt hours per week, an additional energy charge of US$(COST PROPOSAL PRICE/kWh for each kWh above the ####-kilowatt hours per week will apply. This cost shall be payable in addition to the weekly charge.

B) CONTRACT TIME: All electricity produced and sold to the CUC Saipan, Tinian and Rota Grid systems under this contract shall be for a period of (##) year (### calendar days) with an option to extend, by the mutual written consent of both parties, in accordance with the provisions of this contract. The Contractor shall complete all Project requirements within ## calendar days from commencement date and Contractor's mobilization to the site, barring any significant delays caused by CUC for operational considerations. Delivery of the services under this Contract shall commence within ## days of issuance of CUC's Notice to Proceed with organization and mobilization and with confirmation of Project commencement date by Contractor. The installation and commissioning of the rental power generation equipment shall be completed within (##) days from commencement date.

ARTICLE 2. CONSIDERATION:

A) Contract Price: The total contract amount is **$ [*Amount in Words (To be determined)*] ($USD).**

(PROPOSAL FEE TO BE INSERTED HERE)

B) Payment Terms: CUC agrees to pay, and the Contractor agrees to accept, payment of Contract as follows:

1) Mobilization - To be determined.
2) Periodic invoices - To be determined.

3) Demobilization - To be determined.

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** - Solicitation Package: CUC-RFP-25-021

B) **Exhibit B** – Contractor's Technical and Cost Proposal

C) **Exhibit C –** Other contractual documents to be determined at award.

CUC shall not issue a notice to proceed ("NTP") without receipt of the CNMI Business License. Failure to provide the required documentation within ten (10) days of execution of Contract would be considered default by the Contractor pursuant to Article 6 of this contract, and such failure could result in this contract's termination. In the event of any conflict between any exhibits and the text of this Contract, this Contract shall control.

ARTICLE 4. NOTICES:

All notices required under this Contract shall be sent via regular mail or electronically. Notices to the Contractor shall be sent to the address provided in this document and in the name of the person signing for the Contractor. Notices to CUC shall be sent via regular mail or electronically to the person signing as Expenditure Authority at:

KEVIN O. WATSON
Executive Director
P.O. Box 501220
Saipan, MP 96950
kevin.watson@cucgov.org

ARTICLE 5. LIQUIDATED DAMAGES:

The Contractor understands the importance of the emergency power supply and agrees to pay the following, not as penalty, but as reasonable liquidated damages for the breach of generation of #### kilowatt hours per week under Article 1.9(a) of this Contract.

1. In the event Contractor fails to produce power following the plant commissioning, except during events of Force Majeure or periods when CUC does not request the power, and such failure is attributable to some act on the part of Contractor, then Contractor will be liable for liquidated damages as follows:

a. If there is no output between 99% and 90% of availability in the billing period, then Contractor shall deduct the rate of 1x USD$(####) per kilowatt hour from the minimum guaranteed offtake for those non-available kilowatt hours from its invoice.

b. If there is no output between 90% and 0% of availability in the billing period, then Contractor shall deduct the rate of 2 x USD$(####) per kilowatt hour from the minimum guaranteed offtake for those non-available kilowatt hours from its invoice.

2. It is agreed between the parties that the payment by the Contractor of the liquidated damage shall be in full and final settlement of Contractor's liability for failure to produce power subject to Article 7, read with Article 12(L) below. The liquidated damages, if applicable, shall be computed monthly and adjusted against the monthly invoice.

ARTICLE 6. 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. The 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 are 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, based on 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.

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. Payment for the protection and preservation of property shall be at an amount agreed upon by the Contractor and Contracting Officer. 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 7. 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 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 relive 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 more than 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.**

ARTICLE 8. CONTRACT EXTENSION:
CUC may extend the term of this contract by written notice to the Contractor at least 60 days before the contract expires. This extension provision may be exercised more than once but not to exceed four (4) years. If CUC exercises its option to extend this contract, the terms and contract details shall be negotiated and agreed upon by mutual consent.

ARTICLE 9. CHANGE ORDER:
A) Execution of a change order shall only be allowed if an increase, decrease, or change in the scope of work is required, which was not foreseeable at the time of the contract's formation.

B) Contractors shall not be allowed to continue working beyond the original contract's expiration term without an approved new contract or change order. Change orders shall be processed using the procedures for execution of a contract in § 50-50-115 of the procurement regulations.

ARTICLE 10. CONTRACT BINDING:
It is agreed that this Contract and all the Covenants hereof shall inure to the benefit of and be binding upon the CUC and the Contractor respectively and his partners, successors, assigns and

legal representatives. Neither the 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 men 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 11. CONTRACTOR'S SIGNATURE:
The signature of the Contractor shall be the last in time to be affixed to the Contract confirming full obligation on their part, supersedes any other agreement or understanding and no work can be performed prior to the approval by all required CUC officials.

ARTICLE 12. 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 period provided herein.

B) TAXES: CUC shall not be responsible for the payment of any import or excise taxes which may be assessed by the CNMI government on the entry of the materials and items purchased by CUC from Contractor under this Contract.

C) COMPLIANCE WITH FEDERAL REQUIREMENTS: 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) LAWS AND REGULATIONS: The Contractor shall conform to 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, 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.

E) 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.

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 can 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 regarding 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 an event, Contractor shall be equitably compensated for time expended and expenses incurred during Force Majeure.

L) LIMITATION OF LIABILITY: 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 either party be liable to the other for any damages whatsoever more than 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 as far as they form an integral part of this Contract. Contractors retain 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 purpose other than the agreed purposes without prior written consent of Contractor. If 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) MANDATORY TERMS: Required by CNMI law or regulation:

i. **Regulations Controlling: [NMIAC § 50-50-025]** No CUC contract covered by the **CUC Procurement Regulations** shall be valid unless it complies with the 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:** [**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.

iii. **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.

iv. **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 a person has not retained anyone in violation of this section. Failure to do so constitutes a breach of standards.

v. **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.

vi. **Contract Disputes**: [**NMIAC § 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 6 of this Contract without first following the dispute procedure.

vii. **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 funds' availability. 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 Chairperson, 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 the Commonwealth officials whose signatures appear on the contract form have signed the contract.

PROCUREMENT INFORMATION
For CUC Use Only:

Method of Source Selection:

☐ Competitive Sealed Bidding
☐ Small Purchases
☐ Sole Source
☐ Emergency
☒ **Competitive Sealed Proposals**
☐ Professional Services
☐ Construction
☐ Architect Engineering 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 Contractor
☐ Re-procured -

List CUC contract numbers of all related contracts with same Contractor:
-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 this project's procurement complied with Chapter 50-50 of CUC's Procurement Regulations and that this contract is for a public purpose and does not waste or abuse public funds.

Date:

JOHN C. MAFNAS
Contracting Administrator

2. Chief Financial Officer

I hereby certify that the funds identified below are available and have been committed for funding of this Contract:

Account	Amount
	$

Date:

BETTINA G. TERLAJE
Chief Financial Officer

3. 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

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 M. PEREZ
Chairman, Board of Directors

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. In addition, I affirm that the Contractor has not retained any person in violation of §50-50-525 – Gratuities and Kickbacks - of CUC's Procurement Regulations.

Date: _____

CONTRACTOR:
Title:

THIS IS A FORM CONTRACT: THE FINAL CONTRACT MAY BE A MODIFIED VERSION OF THIS CONTRACT WITH DIFFERING PROVISIONS AT THE DISCRETION OF CUC.

END OF CONTRACT