

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS  
SAIPAN, MARIANA ISLANDS

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AUGUST 15, 1988

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*register*

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**PUBLIC NOTICE**

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PUBLIC NOTICE

ADOPTED REGULATIONS GOVERNING THE USE OF CUC WATER SYSTEM  
PURSUANT TO PUBLIC LAW 4-47  
COMMONWEALTH UTILITIES CORPORATION

These regulations have been adopted by the Board of Directors of the Commonwealth Utilities Corporation (CUC) pursuant to Public Law 4-47 of the Commonwealth of the Northern Mariana Islands. These regulations and technical provisions and specifications which may be adopted by the CUC from time to time, shall have the force and effect of law and shall be binding on all persons and entities subject to the jurisdiction of the Commonwealth of the Northern Mariana Islands.

The purpose of these regulations is to establish requirements for connection to CUC Water System where and when CUC Water System are available and to establish fees for the use of and connection to CUC Water System.

The adopted regulations include the following subject areas:

1. When a CUC water system will be considered as being available for connection.
2. Design standards and requirements for water service connection to CUC waterline.
3. The procedures to be followed for applying for and installing water connections.
4. Establishment of fees for water use and connection to CUC water lines.
5. Sanctions and penalties for failure to pay water charge and for any other violation to these regulations.

These regulations are only applicable where CUC water systems exist in the Commonwealth of the Northern Mariana Islands.

The adopted regulations were published in the Commonwealth Register on March 15, 1988 and three public hearings were conducted on the proposed Regulations. The CUC Board adopted these regulations on July 08, 1988.

Some minor changes were made on the proposed regulations.

They are:

1. ARTICLE XX

wording of the effective date of these regulations

Anyone who would like to have additional information on these adopted regulations may contact the Water Planning and Construction Office at 322-9383, Lower Base, Saipan.

  
\_\_\_\_\_  
JOSE M. TAITANO  
Chairman, Board of Directors

  
\_\_\_\_\_  
DATE

NOTISIA PUBLICKA  
I MA ADOPTION NA REGULASION NI PARA UGINEBETNA  
I MAUSAN I HANOM CUC  
SUGUN I LAI PUBLIKO 4-47  
COMMONWEALTH UTILITIES CORPORATION

I Kuetpon Directores I Commonwealth Utilities Corporation gi Sankattan na Islan Marianas haproposa nuevo na regulasion ni para ugenebetna i mausan yan i koneksion guato gi hanom CUC.

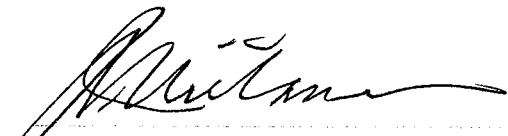
I ma adopcion este na regulasion esdesit pot para uestablese fotma na areglo gi para macho'guen i konedsion guato gi hanom CUC guihe siha na lugat anai guaha hanom CUC yan pot uestablese apas gi para mausan yan lokue apas koneksion gi hanom CUC.

I ma adopcion na regulasion hana sasaunao i sigiente siha na asunto:

1. Hafa na kondision na para umaconsidera na guaha Hanom CUC anai sina makumple i koneksion.
2. Maestablese un modelu yan araklo para i hanom ginen i gima yan i mana cheton-na guato gi Hanom CUC.
3. I areklo ni para uma dalalaki para i aplicasion ni para umana chetton (connection) guato gi hanom CUC.
4. Maestablesen i apas gi para mausan i Hanom yan apas koneksion para i Hanom CUC. Koneksion guma familia guato gi Hanom CUC.
5. Mutta yan pena pot ti makumple i koneksion guato gi Hanom anai debe esta de umacho'gue, pot ti ma-apase i maestablese na apas yan pot kuatkiyet kontradiksion gi regulasion.

I masasangan na regulasion mapublika completamente guine, ya masea haye na hanesesita copian este na regulasion sina manule copia ginen i Commonwealth Utilities Corporation gi Sado Tase (Lower Base), Saipan, MP 96950, numeron telefon (670)322-9383.

Kuatkiyet petsona na interesao mann'i opinion pot i mapropoposa na Regulsasion ni para UGINEBIETNA I HANOM CUC, masosoyo' na utuge i opinion-na ya usubmite guato gi Commonwealth Utilities Corporation, Lower Base, Saipan MP 96950 gi halom 30 dias desde i fechan anai mapublika este na notisia gi Commonwealth Register.

  
.....  
Jose M. Taitano  
Board of Directors

  
.....  
Date

PUBLIC NOTICE

PROPOSED PROFESSIONAL SERVICE FEES  
FOR PUBLIC LAW 1-8  
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENTAL SERVICES

In accordance with Public Law 1-8, Chapter 12, Section 3, the Department of Public Health and Environmental Services has the responsibility of administering all government-owned health care facilities and of adopting relevant regulations, policies and procedures as deemed necessary.

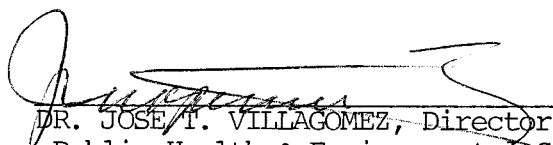
The Director of Public Health and Environmental Services has the responsibility of carrying out the duties of the Department. In accordance with those duties, the Director has promulgated a schedule of fees for the provision of health services.

It is the intent and philosophy of the Department of Public Health and Environmental Services and its entity, the Commonwealth Health Center, to try and establish fees at cost with full consideration and public knowledge. No patient will be refused for service because of the patient's documented inability to pay.

The Proposed Professional Service Fees covers the Physician charges of the Commonwealth Health Center.

Copies of the proposed Schedule Fees may be obtained from the Department of Public Health and Environmental Services, Commonwealth Health Center, Saipan, C.M. 96950.

Anyone interested in commenting on the proposed Schedule Fees may do so by submitting comments in writing to the Director, Public Health and Environmental Services, Saipan, C.M. 96950, within thirty (30) days from the date this notice is published in the Commonwealth Register.

  
DR. JOSE T. VILLAGOMEZ, Director  
Public Health & Environmental Services

Date: 7/19/88

MAPRUPONEN PRESIU (APAS) PUT SETBESION PRUFESIONAT  
PARA I LAI PUPBLIKU NUMIRU 1-8  
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENTAL SERVICES

SIGON I LAI PUPBLIKU NUMIRU 1-8, KAPITULU 12, SEKSIONA, I DEPATTAMENTON PUBLIC HEALTH AND ENVIRONMENTAL SERVICES MAPRUBENIYI NU I RESPONSABILIDAT ATMINISTRASION TODU FASILIDAT GUBIETNO PUT INADAHEN HINEMLO' YAN I INADAPTAN NISISARIO SIHA NA AREKLAMENTO YAN REGULASION NI TINITIKA.

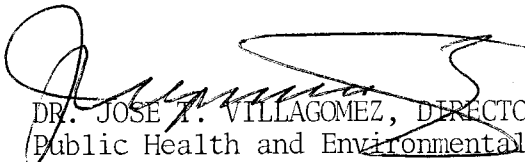
RESPONSABILIDAT I DIREKTOT I PUBLIC HEALTH AND ENVIRONMENTAL SERVICES AYU I DINIRIHEN TODU CHO'CHO' YAN AKTEBIDAT I DEPATTAMENTO. SIGON GI ENNAO NA RESPONSABILIDAT, I DIREKTOT GINEN ESTE NA NUTISIA NA LALAKNOS LISTAN PRESIU PUT SETBESION HINEMLO' NI MAPRUBENI.

I ENTENSION YAN FILOSAFIAN I DEPATTAMENTON PUBLIC HEALTH AND ENVIRONMENTAL SERVICES YAN I COMMONWEALTH HEALTH CENTER NA PARA U CHAGI UESTABLESI PRESIU SIHA PUT GASTO ENTRE I KABALES NA KONSIDERASION YAN TININGO' I PUPBLIKU. TAYA' MALANGU U MARENUNSIYA SETBESIO PUT I MADAKUMENTA NA GAI CHINATSAGA MANAPASI.

I MANMAPRUPOPONI NA PRESIU PUT SETBESION PRUFESIONAT SIHA MA'ENKLUKLUSA LOKKUE' I APAS MEDIKU GI COMMONWEALTH HEALTH CENTER.

KOPIAN I MANMAPRUPOPONI NA LISTAN PRESIU SIHA SINA MANMACHULE' GI UFISINAN I DEPATTAMENTON PUBLIC HEALTH AND ENVIRONMENTAL SERVICES, COMMONWEALTH HEALTH CENTER, SAIPAN M.P., 96950.

TODU ENTERESANTE SIHA MANA'HALOM REKOMENDASION PUT I MANMAPRUPOPONI NA LISTAN PRESIU SINA MATUGIGI'I I DIREKTOT, PUBLIC HEALTH AND ENVIRONMENTAL SERVICES, SAIPAN M.P. 96950, GI HALOM TRENTA (30) DIAS DESPUES DI I FECHA NI MAPUPBLIKA ESTE NA NUTISIA GI HALOM I REHISTRAN COMMONWEALTH.

  
DR. JOSE P. VILLAGOMEZ, DIRECTOR  
Public Health and Environmental Services

FECHA: 7/19/87

Public Notice

Proposed Increased Public Health Fees  
For Public Law 1-8

Department of Public Health and Environmental Services

In accordance with Public Law 1-8, Chapter 12, Section 3, the Department of Public Health and Environmental Services has the responsibility of administering all government-owned health care facilities and of adopting relevant regulations, policies and procedures as deemed necessary.

The Director of Public Health and Environmental Services has the responsibility of carrying out the duties of the Department. In accordance with those duties, the Director has promulgated an increase schedule of fees for the provision of health services.

It is the intent and philosophy of the Department of Public Health and Environmental Services to establish fees at cost with full consideration of public knowledge.

The proposed increased Medical Service Fees include the following subject areas:

A. Public Health Nonchargeable Clinic Service:

1. Maternal and Child Health Care:

- a. Prenatal
- b. Post-Natal
- c. Post-Partum
- d. Well Baby
- e. School Health

2. Immunization:

- a. Well Baby
- b. School Health
- c. Student Visa

3. Communicable Disease:

- a. Chest
- b. STD
- c. Leprosy



Although the above clinic service is free of charge, all prescriptions on medications prescribed by the clinic clinician will continue to be charge according to the Pharmacy Red Book on drugs. No patient will be refused for medicine because of the patient's documental inability to pay.

B. Public Health Chargeable Clinic Service:

1. Family Planning Services and Supplies
  - a. Visit plus Birth Control Pill - \$17.00
  - b. Prophyldclic - \$ 5.00
2. Special Obstetrical Procedures
  - a. Pap Smear 15.85

C. Physical Examination

1. Alien - \$ 76.15
2. Pre-Employment - \$ 86.15
3. Permanent Resident for 15 years & Over - \$123.21
4. Permanent Resident under 15 years of age - \$ 80.15
5. Foodhandler - \$ 76.15
6. Insurance and All others - \$ 88.18
7. Duplication of Health Certificate - \$ 10.00

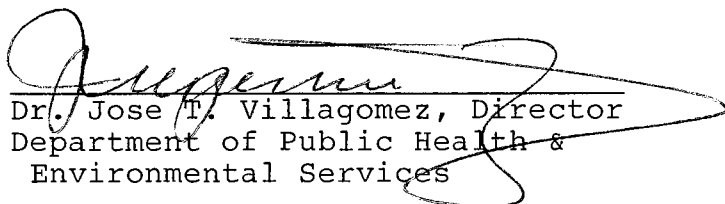
All physical examination should be paid in advance and it is not refundable.

D. Inspection for Business Permit:

1. Retail Store (Mom & Pop) - 10.00
2. Tiendan Dankulo (Convienent Store) - 20.00
3. Little Market - 15.00
4. Super Market - 25.00
5. Eateries - 20.00
6. Nightclubs - 20.00
7. Laundromats - 15.00
8. Catering/Cafeterias - 20.00
9. Snack Mobile - 15.00
10. Fish Vendors - 15.00
11. Bakeries - 25.00
12. Snack Bars - 15.00
13. Ice Candy Manufacturing - 20.00
14. Wholesalers - 20.00
15. Hotel - 25.00
16. Motel/Apartment - 20.00
17. Barber Shops - 15.00
18. Beauty Parlor - 15.00
19. Barber/Beauty Palor - 20.00
20. Massage Parlor - 20.00

Copies of the proposed Schedule Fees may be obtained from the Department of Public Health and Environmental Services, Commonwealth Health Center, Garapan, Saipan, MP 96950.

Anyone interested in commenting on the proposed increased Schedule Fees may do so by submitting comments in writing to the Director, Public Health and Environmental Services, Saipan, MP 96950, within thirty (30) days from the date this notice is published in the Commonwealth Register.

  
Dr. Jose T. Villagomez, Director  
Department of Public Health &  
Environmental Services

NOTISIAN PUBLICO  
I ma propoposito na areklo  
Depattamento Hinemlo publiko yan Environmental na Setbisio

Atoridat

Gi papa i lai Publiko 1-8, Kapitulu 12, Seksiona 3, Depattamento Hinemlo Publiko yan Environmental na Setbisio gaige i responsibilidad na para hu atministra todo fasilidat hinemlo ni gaige gi halom gobietnon Commonwealth ya sina man adapta otro shiha na areklo yangen nesesario para hu chogue.

I Directot Hinemlo Publiko yan Environmental na Setbisio gai responsibilidad na hu lihe na i che'cho depattamento ma chochogue. Ginen este na responsibilidad anai sina i Direktoto Hinemlo Publiko yan Environmental na Setbisio man langos areklon apas pot setbision hinemlo.

I intension yan filosofian in Depattamento Hinemlo Publiko yan Enviornmental na Setbisio para hu establese apas pareho yan i casto lao debe de hu consuta i publiko jenerat.

I proposito na tenilaika yan hatsadan apas pot setbision medicat encluso i man segiente na asunto.

A. Public Health ni Debatde na Clinics:

1. Maternal and Child Health Care:

- a. Prenatal
- b. Post-Natal
- c. Post-Partum
- d. Well Baby
- e. School Health

2. Immunization:

- a. Well Baby
- b. School Health
- c. Student Visa

Masea nai i sanhilo na setbisio debatde, todo amot ni ma otden nui medico siempre ha macontinua maapase segun i Pharmacy Red Book pot apas amot. Taya malango sina mapuni nui amot pot aanot na tisina man apase.

B. Public Health ni Maapapase na Clinics

1. Family Planning Services and Supplies:

- a. Birth Control Pill yan setbision besita - \$17.00
- b. Prophylactic - \$ 5.00

2. Special Obstetrical Procedures

- a. Pap Smear - \$15.85

C. Physical Examination (Para Certificon Hinemlo)

- 1. Alien - \$ 76.15
- 2. Pre-Employment - 86.15
- 3. Permanent Resident for 15 years and over - \$123.21
- 4. Permanent Resident under 15 years - 80.15
- 5. Foodhandler - 76.15
- 6. Insurance and all others - 88.18
- 7. Duple na copia para certificon hinemlo - 10.00

Todo apas pot examination physical debe de uma apase contienpo yan tisinia mabira tate.

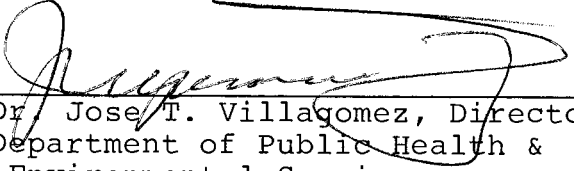
D. Reconocimeinto Para Licensian Cometcio:

- 1. Tiendan Dikiki - \$ 10.00
- 2. Tiendan Dankulo - 20.00
- 3. Metkao Dikiki (Little Market) - 15.00
- 4. Metkao Dankulo (Super Market) - 25.00
- 5. Sagan Chomocho (Eateries) - 20.00
- 6. Sagan Bumaila (Nightclub) - 20.00
- 7. Sagan Man Laundry - 15.00
- 8. Sagan Mamatinas Nenkanu/Chomocho - 20.00
- 9. Karetan Nenkanu/Chomocho - 15.00
- 10. Manbienden Guihan Gi Canton Chalan - 15.00
- 11. Sagan Panaderia - 20.00
- 12. Sagan Merienda/Refresco/Boca - 15.00
- 13. Sagan Mamatinas Ice Keke - 20.00
- 14. Sagan Manbienden Fectos Pot Cantida - 20.00
- 15. Hotel - 25.00
- 16. Motel/Apartment - 20.00
- 17. Sagan Mandasai - 15.00
- 18. Sagan Monamolata - 15.00
- 19. Sagan Mandasai yan Monamolata - 20.00
- 20. Sagan Manlasa - 15.00

Kopian este na proposito na arehlo pot apas sina machule ginen Depattamenton Hinemlo Publiko yan Environmental na Setbisio, Commonwealth Health Center, Garapan, Saipan, MP 96950.

Haye interesao para hu nahalom opinion pot este i ma propoposito na tinelaika yan hatsadan apas, hu tugi yan una halom gi Depattamenton Hinemlo Publiko yan Environmental na Setbisio, Saipan, MP 96950, gi halom trenta (30) dias despues de malangos este na notisia ginen Commonwealth Register.

Date 9/6/87

  
Dr. Jose T. Villagomez, Director  
Department of Public Health &  
Environmental Services

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENTAL SERVICES  
I MANMAPRUPOPONI SIHA NA PRESIU (APAS) PUT SETBESION PRUFESIONAT

PATTE I ATTORIDAT

SIGON GI LAI PUPBLIKU NUMIRU 1-8, KAPITULU 12, SEKSIONA 3,  
IDEPATTAMENTAN PUBLIC HEALTH AND ENVIRONMENTAL SERVICES  
MAPRUBENIYI NU I RESPONSABILIDAT ATMINISTRASION TODU FASILIDAT  
GUBIETNO PUT INADAHEN HINEMLO' YAN I INADAPTAN NISISARIO SIHA  
NA AREKLAMENTO YAN REGULASION NI TINITIKA.

PATTE II PRUPOSITU

RESPONSABILIDAT I DIREKTOT I PUBLIC HEALTH AND ENVIRONMENTAL  
SERVICES AYU I DINIRIHEN TODU CHO'CHO' YAN AKTEBIDAT I  
DEPATTAMENTO. SIGON GI ENNAO NA RESPONSABILIDAT, I DIREKTOT  
GINEN ESTE NA NUTISIA HA LALAKNOS LISTAN PRESIU PARA KADA  
SETBESION HINEMLO' NI MAPRUBENI.

I ENTENSION YAN FILOSAFIAN I DEPATTAMENTON PUBLIC HEALTH AND  
ENVIRONMENTAL SERVICES YAN I COMMONWEALTH HEALTH CENTER NA  
PARA U CHAGI UMESTABLESI PRESIU SIHA PUT GASTO ENTRE I KABALES  
NA KONSIDERASION YAN TININGO' I PUPBLIKU. TAYA' MALANGU U  
MARENUNSIYA SETBESIO PUT I MADAKUMENTA NA GAI CHINATSAGA MANAPASI.

PATTE III PRESIU SIHA PUT SETBESION PRUFESIONAT

PRESION MEDIKU SIHA:

MEDIKON CLINIC

|                         |          |
|-------------------------|----------|
| SETBESION UN RATU       | \$ 15.00 |
| LIMITIDDE NA SETBESIO   | 20.00    |
| LA'ANAKKO' NA SETBESIO  | 25.00    |
| MA'EKSTENDE NA SETBESIO | 30.00    |

MEDIKON KUATTON EMERGENCY

|                         |          |
|-------------------------|----------|
| SETBESION UN RATU       | \$ 30.00 |
| LIMITIDDE NA SETBESIO   | 45.00    |
| LA'ANAKKO' NA SETBESIO  | 65.00    |
| MA'EKSTENDE NA SETBESIO | 100.00   |

MEDIKON HOSPITAT-PRIMET DIA

|                            |          |
|----------------------------|----------|
| LIMITIDDE NA SETBESIO      | \$ 75.00 |
| MA'EKSTENDE NA SETBESIO    | 90.00    |
| KOMPLIDU NA SETBESIO       | 125.00   |
| INADAHEN NUEBU NA FINANAGU | 50       |

MEDIKON HOSPITAT-DESPUES DI PRIMET DIA

|                            |          |
|----------------------------|----------|
| LIMITIDDE NA SETBESIO      | \$ 50.00 |
| ANAKKO' NA SETBESIO        | 75.00    |
| KOMPLIDU NA SETBESIO       | 100.00   |
| INADAHEN NUEBU NA FINANAGU | 40.00    |

PRIMET NA KONSUTTASION MEDIKU

|                             |          |
|-----------------------------|----------|
| LIMITIDDE NA KONSUTTASION   | \$ 75.00 |
| MA'EKSTENDE NA KONSUTTASION | 100.00   |
| KOMPLIDU NA KONSUTTASION    | 150.00   |

FOLLOW-UP DESPUES DI KONSUTTASION MEDIKU

|                             |          |
|-----------------------------|----------|
| LIMITIDDE NA KONSUTTASION   | \$ 50.00 |
| MA'EKSTENDE NA KONSUTTASION | 75.00    |
| KOMPLIDU NA KONSUTTASION    | 100.00   |

OTTRO SIHA NA PROCEDURES MEDIKU

|                    |          |
|--------------------|----------|
| TI MALISTA-HENERAT | \$ 75.00 |
|--------------------|----------|

PSYCHIATRY

|                             |          |
|-----------------------------|----------|
| DIAGNOSTIC NA INALI'E'      | \$ 75.00 |
| LIMITIDDE NA KONSUTTASION   | 25.00    |
| LA'ANAKKO' NA KONSUTTASION  | 35.00    |
| MA'EKSTENDE NA KONSUTTASION | 50.00    |
| KOMPLIDU NA KONSUTTASION    | 75.00    |

PRESION UPERASION

|                     |          |
|---------------------|----------|
| MAYOT NA UPERASION  | \$425.00 |
| MINOT NA UPERASION  | 250.00   |
| NATURAT NA FINANAGU | 200.00   |

PRESION ANESTHESIOLOGY

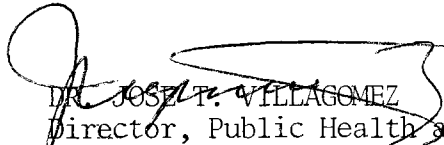
|                         |          |
|-------------------------|----------|
| TODU KLASEN UPERASION   | \$100.00 |
| KADA 15 MINUTOS DESPUES | 50.00    |

PATTE IV FECHAN EFEKTIBU

I LISTAN PRESIU PARA U EFEKTIBU GI HULIO 18, 1988.

PATTE V SETIFIKASION

I DIREKTOT I PUBLIC HEALTH AND ENVIRONMENTAL SERVICES GINEN  
ESTE HA SETIFIFIKA NA ESTE NA LISTAN PRESIU SIHA MANA'GUAHA  
PARA I PRUBESION SETBESION HINEMLO'.

  
DR. JOSE T. VILLAGOMEZ  
Director, Public Health and  
Environmental Services

FECHA: 7/19/88



DEPARTMENT OF PUBLIC HEALTH & ENVIRONMENTAL SERVICES

PROPOSED PROFESSIONAL SERVICE FEES

PART I AUTHORITY

In accordance with Public Law 1-8, Chapter 12, Section 3, the Department of Public Health and Environmental Services has the responsibility of administering all government-owned health care facilities and of adopting relevant regulations, policies and procedures as deemed necessary.

PART II PURPOSE

The Director of Public Health and Environmental Services has the responsibility of carrying out the duties of the Department. In accordance with those duties, the Director has promulgated a schedule of fees for the provision of health services.

It is the intent and philosophy of the Department of Public Health and Environmental Services and its entity, the Commonwealth Health Center, to establish fees at cost with full consideration and public knowledge. No patient will be refused for service because of the patient's documented inability to pay.

PART III PROFESSIONAL SERVICE FEES

PHYSICIAN CHARGES

CLINIC PHYSICIAN

|                      |          |
|----------------------|----------|
| Brief Service        | \$ 15.00 |
| Limited Service      | \$ 20.00 |
| Intermediate Service | \$ 25.00 |
| Extended Service     | \$ 30.00 |

EMERGENCY ROOM PHYSICIAN

|                      |          |
|----------------------|----------|
| Brief Service        | \$ 30.00 |
| Limited Service      | \$ 45.00 |
| Intermediate Service | \$ 65.00 |
| Extended Service     | \$100.00 |

HOSPITAL PHYSICIAN 1ST DAY

|               |          |
|---------------|----------|
| Limited       | \$ 75.00 |
| Extensive     | \$ 90.00 |
| Comprehensive | \$125.00 |
| Newborn Care  | \$ 50.00 |

HOSPITAL PHYSICIAN ADDITIONAL DAYS

|                       |          |
|-----------------------|----------|
| Limited Service       | \$ 50.00 |
| Extensive Service     | \$ 75.00 |
| Comprehensive Service | \$100.00 |
| Newborn Care          | \$ 40.00 |

INITIAL PHYSICIAN CONSULTATION

|                            |          |
|----------------------------|----------|
| Limited Consultation       | \$ 75.00 |
| Extensive Consultation     | \$100.00 |
| Comprehensive Consultation | \$150.00 |

FOLLOW-UP PHYSICIAN CONSULTATION

|                            |          |
|----------------------------|----------|
| Limited Consultation       | \$ 50.00 |
| Extensive Consultation     | \$ 75.00 |
| Comprehensive Consultation | \$100.00 |

OTHER PHYSICIAN PROCEDURES

|                  |          |
|------------------|----------|
| Unlisted General | \$ 75.00 |
|------------------|----------|

PSYCHIATRY

|                            |          |
|----------------------------|----------|
| Diagnostic Interview       | \$ 75.00 |
| Limited Consultation       | \$ 25.00 |
| Intermediate Consultation  | \$ 35.00 |
| Extensive Consultation     | \$ 50.00 |
| Comprehensive Consultation | \$ 75.00 |

SURGEON FEES

|                 |          |
|-----------------|----------|
| Major Surgery   | \$425.00 |
| Minor Surgery   | \$250.00 |
| Delivery Normal | \$200.00 |

ANESTHESIOLOGY FEES

|             |          |
|-------------|----------|
| All Surgery | \$100.00 |
|-------------|----------|


+ \$ 50.00 each 15 minutes

PART IV EFFECTIVE DATE

Fee schedule will become effective July 18, 1988.

PART V CERTIFICATION

The Director of Public Health and Environmental Services hereby certifies that these fee schedules have been promulgated for the provision of health services.

  
DR. JOSE T. WILLAGOMEZ, Director  
Public Health & Environmental Services

Date: 7/19/88



# NORTHERN MARIANA ISLANDS RETIREMENT FUND

P.O. BOX 1247  
SAIPAN, CM 96950

## NOTICE OF PROPOSED REGULATIONS

The Board of Trustees of the Northern Mariana Islands Retirement Fund hereby notifies the general public that it proposes to promulgate the following amendments to its Administrative Rules and Regulations pursuant to the authority provided under 1 CMC 8314(f) and the Administrative Procedures Act, 1 CMC 9101, et seq.


The proposed regulations will amend Part 6 of the Administrative Rules and Regulations for the NMI Retirement Fund with respect to payment of retirement benefits to other than the beneficiary, and for other purposes.

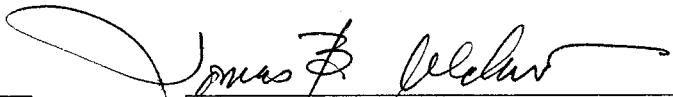
Copies of the proposed regulations are available at the Fund's Office on the ground floor of the Nauru Building, Susupe, Saipan and its offices on Tinian and Rota.

The Fund urges the public to submit written comments and recommendations with regard to the proposed regulations, within thirty (30) days after having been first published in the Commonwealth Register, to the following address:

NMI Retirement Fund  
P. O. Box 1247  
Saipan MP 96950

Dated this 7<sup>th</sup> day of July, 1988.

  
\_\_\_\_\_  
Michael A. White  
Chairman  
Board of Trustees  
NMI Retirement Fund

  
\_\_\_\_\_  
Tomas B. Aidan  
Administrator  
NMI Retirement Fund



# NORTHERN MARIANA ISLANDS RETIREMENT FUND

P.O. BOX 1247  
SAIPAN, CM 96950

## NOTICIAN PUBLIKO POT I MA PROPOPONE NA REGULASION YAN AREKLAMENTO

I Board of Trustees i Northern Mariana Islands Retirement Fund man nanae noticia para i henerat publiko na ha propopone para u adopta areklamento para i administracion i programan retirement segun gi atoridat gi l CMC 8314(f), yan i Administrative Procedures Act, l CMC 9101, et seq.

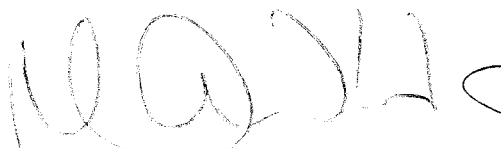
I ma propone na regulasion para u amenda i Patte 6 gi areklamento yan administracion i programan retirement pot bandan benefisio, pot para ke sina uma apunta otro taotao para u resibi benefisio en cuenta de i mismo man resisibi benefisio retirement. Lokue guaha otro siha na proposito.

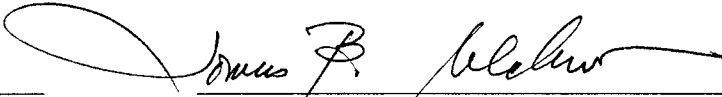
Copian esti ima propopone na regulasion sina ma chule gi ofisinan i Retirement Fund gi Nauru Building, Susupe, Saipan, osino gi ofisinan Retirement Fund giya Tinian yan Luta.

Man ma sosojo i publiko para ufan man satmiti comentos osino rekomendasion pot esti na regulasion gi halom trenta (30) dias despues de mapublika gi Commonwealth Register guato gi sigente na adres:

NMI Retirement Fund  
P. O. Box 1247  
Saipan MP 96950

Ma fecha guine na haane gi dia 7 gi Julio, 1988.

  
\_\_\_\_\_  
Michael A. White  
Chairman  
Board of Trustees  
NMI Retirement Fund

  
\_\_\_\_\_  
Tomas B. Aldan  
Administrator  
NMI Retirement Fund

PROPOSED REGULATIONS

The Board of Trustees of the Northern Mariana Islands Retirement Fund hereby proposes to promulgate the following regulations pursuant to the authority provided under 1 CMC 8314(f) and 1 CMC 9101 et seq.

The Board of Trustees of the Northern Mariana Islands Retirement Fund hereby adopts the following amendments to Part 6 of its Administrative Rules and Regulations, regarding payments of retirement benefits, to add new Sections 6.6, 6.7, and 6.8, to read as follows:

"6.6 Designation of Payee on Behalf of Recipients of Retirement Benefits.

- a. Payment of retirement benefits or other benefits issued under the Retirement Fund plan is personal to the recipients and such benefit shall not be assigned or paid to persons other than the recipient, except:

- (i) When recipient is under the age of 18 years;

## PROPOSED REGULATIONS

- (ii) When recipient has been declared, in writing, by a court of competent jurisdiction or by two licensed and practicing physicians, selected by the Board of Trustees, to be mentally incapable of managing his/her own affairs, financial or otherwise.
- b. Payment of benefits to recipients who are under the age 18 years shall be made to a parent or parents, natural or adopted, or if no living parent, a court appointed legal guardian, who has actual custody of the recipient.
- c. Payment of benefits to recipients described in Section 6.6 (a)(ii) shall be made to an immediate relative who is either a spouse , the child of the recipient who is 18 years of age or over, or a person who demonstrates a strong concern for the personal welfare of the recipient as determined by the Board of Trustees. If a legal guardian is

## PROPOSED REGULATIONS

appointed by a court of competent jurisdiction, the legal guardian shall serve as the payee.

- d. For purposes of payments on behalf of a recipient described in Section 6.6(a)(ii), a power of attorney in any manner, shape or form, executed after the date of the declaration of incompetency of the recipient, shall not be honored or recognized by the Board of Trustees nor can it be used to determine a payee.
  
- e. Application for a change of payee shall be filed by the person willing to accept responsibility for the recipient, on a form prescribed by the Board of Trustees. The Board shall have the final determination on all applications submitted.

### 6.7 Reporting Required for Payment on Behalf of Recipients Who are Incapable of Self Management.

- a. Persons designated and who accepted responsibility for receiving payments of benefits on behalf of

## PROPOSED REGULATIONS

for the recipients described in Section 6.6(a)(ii) shall file with the Fund a monthly report on the use of the funds received during the previous month. The report must be signed and declared under penalty of perjury and filed no later than the last day of the month following the month on which payments were received.

- b. The report required under this Section shall be in writing and shall contain a statement on how and on what were the funds used to benefit the recipient.

### 6.8 Penalty for Failure to File a Report

- a. If the payee fails to submit a report required under this Section, the payee shall, upon reasonable notice by the Fund, return the exact amount of benefit received for the month in which such report is due but not filed.



PROPOSED REGULATIONS

- b. If the Payee fails to return the funds pursuant to Section 6.8(a), the legal counsel for the Board of Trustees shall initiate a civil action to collect the amount due as determined by the Fund.
  
- c. Failure by the person so designated as a payee to file a report as required shall be ground for termination of such designation and the Board of Trustees shall appoint or designate another qualified person to be the payee as described in Section 6.6(c).



# COMMONWEALTH PORTS AUTHORITY

Main Office: SAIPAN INTERNATIONAL AIRPORT  
P.O. BOX 1055 • SAIPAN • MP 96950  
Ph: 234-8315/16/17 / Panafax 234-5962

## PUBLIC NOTICE OF PROPOSED ADOPTION OF CPA RULES AND REGULATIONS

The Commonwealth Ports Authority, pursuant to the authority of 2 CMC §2122 (j), and in accordance with the provisions of 1 CMC §9104(a), hereby gives notice to the public of its intention to adopt new regulations for the Commonwealth Ports Authority concerning the following: Procurement rules and regulations. The proposed regulations are published herewith.

All interested persons are requested to submit data, views, or arguments, in writing, concerning the proposed regulations. Written comments must be submitted to the Executive Director, Commonwealth Ports Authority, not later than the close of business thirty (30) calendar days following the date of publication of this Notice.

Dated this 4<sup>th</sup> day of August, 1988.

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J. M. GUERRERO, Chairman  
Board of Directors  
Commonwealth Ports Authority



# COMMONWEALTH PORTS AUTHORITY

Main Office: SAIPAN INTERNATIONAL AIRPORT

P.O. BOX 1055 • SAIPAN • MP 96950

Ph: 234-8315/16/17 / Panafax 234-5962

## NOTISIAN PUBLIKO

I Commonwealth Ports Authority, sigun gi Seksiona 2122(j), Titulo Numero 2, Kodikon i Commonwealth, Seksiona 9104(a), Titulo Numero 1, Kodikon i Commonwealth, ha notisia i publiko pot i intension para umaadapta man nuebo na regulasion i Commonwealth Ports Authority pot este siha: Regulasion pot "procurement". I mapropopone na regulasion mapublika guine.

Todos personas ni man interesao man ma fafaisen na ufanmatugi ya umasubmiti opinion pot este na mapropopone na regulasion gi Executive Director, Commonwealth Ports Authority, gi halom trenta (30) dias despues de mapublika este na Notisia.

Fecha i Agosto dia 4, 1988.

J. M. GUERRERO, Chairman  
Board of Directors  
Commonwealth Ports Authority



# COMMONWEALTH PORTS AUTHORITY

Main Office: SAIPAN INTERNATIONAL AIRPORT

P.O. BOX 1055 • SAIPAN • MP 96950

Phone: (670) 234-8315/6/7 FAX: (670) 234-5962

## COMMONWEALTH PORTS AUTHORITY PROCUREMENT RULES AND REGULATIONS

### PART 1 - GENERAL PROVISIONS

#### 1.1 Authority

These regulations are promulgated under the authority of 2 CMC §2122(j).

#### 1.2 Purposes

The underlying purposes and policies of these regulations are:

- (a) to provide for increased public confidence in the procedures followed in Authority procurement;
- (b) to insure the fair and equitable treatment of all persons who deal with the procurement system of the Authority;
- (c) to provide increased economy in Authority procurement activities and to maximize to the fullest extent practicable the purchasing value of Authority funds;
- (d) to foster effective broad-based competition within the free enterprise system; and
- (e) to provide safeguards for the maintenance of a procurement system of quality and integrity.

#### 1.3 Requirement of Good Faith

These regulations require all parties involved in the negotiation, bidding, performance or administration of Authority contracts to act in good faith.

#### 1.4 Application of Regulations

These regulations apply to every expenditure of Authority funds which are not subject to federal procurement requirements. These regulations do not apply to contracts between the Authority and the government or its political subdivisions or other governments. Nothing in these regulations shall be construed to prevent Authority from complying with the terms and conditions of any grant, cooperative agreement or memoranda of understanding. Pursuant to 2 CMC §2132(c), these regulations shall not apply to the procurement of professional, advisory, or technical services.

#### 1.5 Severability

If any provision of these regulations or any application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or application of these regulations which can be given effect without the invalid provision or application, and to this end, the provisions of these regulations are declared to be severable.

#### 1.6 Validity of Contract

No Authority contract covered by these regulations shall be valid unless it complies with these regulations.

#### 1.7 Remedy Against Employee

Any procurement action of an employee of Authority in violation of these regulations is an action outside the scope of his or her employment. The Authority will seek to have any liability asserted against it by a contractor which directly results from these improper acts to be determined judicially to be the individual liability of the employee who committed the wrongful act.

#### 1.8 Definition

As used in these regulations, unless the context otherwise requires, the following meanings apply:

1. "Appeal Committee" means the special committee of the Board authorized to hear appeals.
2. "Attorney" means the legal counsel of the Authority.
3. "Authority" means the Commonwealth Ports Authority.
4. "Board" means the Board of Directors of the Authority.

5. "Construction" means the process of building, altering, repairing, improving or demolishing of a public structure or building or public improvements commonly known as "capital improvements". It does not include the routine maintenance of existing structures, buildings, or public real property.
6. "Contract" means all types of agreements, regardless of what they may be called for the procurement of supplies, services or construction.
7. "Contracting Officer" means the person authorized by the Board to execute all contracts.
8. "Cost-Reimbursement Contract" means a contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and these regulations, and a fee, if any.
9. "Dispute" means a disagreement concerning the legal rights and obligations of contracting parties, which, if not settled by mutual agreement, must be referred to a neutral third party for resolution.
10. "Employee" means an individual receiving a salary from the Authority. Consultants, independent contractors and part-time workers shall be considered employees.
11. "Executive Director" means the Executive Director of the Authority, or his designee.
12. "Goods" means all property, including but not limited to equipment, materials, supplies, and other tangible personal property of any kind or nature, printing, insurance, leases of personal property, and sale or other disposal of personal property.
13. "Government" means the Commonwealth of the Northern Mariana Islands Government which includes the executive, legislative and judicial branches.
14. "Invitation for Bids" means all documents, whether attached or incorporated by reference, utilized for soliciting bids.
15. "Person" means an individual, sole proprietorship, partnership, joint venture, corporation, other unincorporated association or a private legal entity.
16. "Procurement" means buying, purchasing, renting, leasing or acquiring construction, goods or services. It also includes all functions that pertain to the obtaining of construction, goods or services, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration. It does not include procurement of professional, advisory, or technical services.

17. "Purchase Description" means the words used in a solicitation to describe the goods, services or construction to be purchased and includes specifications attached to, or made part of, the solicitation.

18. "Responsible" in reference to a bidder, means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

19. "Responsive" in reference to a bidder, means a person who has submitted a bid which conforms in all material respects to the invitation for bids.

20. "Services" means the furnishing of time, labor or effort by a person other than an employee, and not involving the delivery of a specific end product other than reports, plans and incidental documents. It does not include professional, advisory, or technical services.

#### 1.9 Public Access to Procurement Information

Procurement information shall be a matter of public record and shall be available for public inspection. Procurement information may be kept confidential when necessary to insure proper bidding procedures. This decision shall be made only by the Executive Director.

### PART 2 - PROCUREMENT ORGANIZATION

#### 2.1 Executive Director

The Executive Director shall enforce these regulations.

#### 2.2 Duties of the Executive Director

The duties and responsibilities of the Executive Director include, but are not limited to, the following:

- (1) oversee that these regulations are observed in all Authority procurement;
- (2) conduct bidding, procurement, negotiation or administration of Authority contracts;
- (3) provide advanced planning for the centralized purchase of Authority supplies;
- (4) exercise general supervision and control over all inventories of supplies belonging to the Authority; and
- (5) establish and maintain programs for the inspection, testing and acceptance of supplies.

### 2.3 Contract Oversight

- (1) Before the execution of a contract, it must be reviewed and approved by the Board. The Executive Director shall first review all contracts for construction, the procurement of goods, leases, the sale of goods and for services by an independent contractor to insure compliance with these regulations, that the contract is for an Authority purpose, and does not constitute a waste or abuse of Authority funds. Upon approval by the Board, the Contracting Officer shall execute the contract.
- (2) The Attorney shall certify the form and legality of every applicable contract.
- (3) It is 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 Authority signatures have been obtained. The supervision and inspection of a project is the primary responsibility of the Executive Director.
- (4) No contract is effective against the Authority until all of the officials whose signatures appear on the contract form have signed the contract. A contract shall contain a Right to Audit Records Clause.
- (5) Nothing in these regulations shall be construed to limit or prevent the Authority's duty and power, pursuant to 2 CMC §2122(i), to enter into agreements with the government, its departments and agencies for the rendering and purchase of services, nor shall these regulations be construed to limit or prevent the Authority's duty and power, pursuant to 2 CMC §2122(e) and (g), to lease out its real property.

### 2.4 Acceptance of Gratuities

The members of the Board or employees of the Authority cannot accept from any person any gift of value given to them with the intent to influence their business judgment.

## PART 3 - SOURCE SELECTION AND CONTRACT FORMATION

### 3.1 Methods of Source Selection

All Authority contracts shall be awarded by competitive sealed bidding, except as provided in:

- (1) Part 3.3 (Small Purchases);
- (2) Part 3.4 (Sole Source Procurement);
- (3) Part 3.5 (Emergency Procurement);



- (4) Part 3.6 (Competitive Sealed Proposals);
- (5) Part 3.7 (Professional, Advisory, or Technical Services)

### 3.2 Competitive Sealed Bidding

(1) The purchase of all supplies and materials and all construction works, when the expenditure exceeds \$2,500, shall be by contract let to the lowest responsible bidder.

(2) Invitation for Bids. An invitation for bids shall be issued and shall include at the minimum:

- (a) an invitation for bids number;
- (b) date of issuance;
- (c) name, address and location of issuing office;
- (d) specific location where bids must be submitted;
- (e) date, hour and place of bid opening;
- (f) a purchase description in sufficient detail to permit full and open competition and allow bidders to properly respond;
- (g) quantity to be furnished;
- (h) time, place and method of delivery or performance requirements;
- (i) essential contractual terms and conditions; and
- (j) any bonding requirements.

(3) Public Notice. Adequate public notice of the Invitation for Bids shall be given a reasonable time prior to the date set forth for the opening of bids. Publication of notice in a newspaper of general circulation in the Commonwealth once in each week over a period of ten (10) calendar days shall be deemed to be adequate notice, pursuant to 2 CMC §2132.

(4) Bid Receipt. All bids shall be submitted to the main office of the Authority at the Saipan International Airport. Bids shall be received prior to the time set for opening and shall be maintained sealed in a locked receptacle at that office.

If a bid is opened by mistake, it shall be resealed and the person who opened the bid shall write his signature and print his title on the envelope and deliver it to the Executive Director. No information contained in the bid shall be disclosed prior to the bid opening. The Executive Director shall cause the opened bid to be placed into the sealed receptacle.

(5) **Bid Opening.** The bid opening shall be conducted by the Executive Director at the main office of the Authority at the Saipan International Airport. Bids shall be opened publicly at the time and place designated in the Invitation for Bids. The amount of each bid, together with the name of each bidder shall be recorded, the record and each bid shall be open to public inspection. The Executive Director shall prepare a written summary of the bid opening.

(6) **Bid Acceptance and Bid Evaluation.** Bids shall be unconditionally accepted without alteration or correction, except as authorized in these regulations. Bids shall be evaluated based on the requirements set forth in the Invitation for Bids, which may include criteria as is necessary to reasonably permit a determination as to the acceptability of the bid for the particular purpose intended.

(7) **Bid Rejection.** A bid may be rejected for any of the following reasons:

(a) failure to conform to essential requirements of the Invitation for Bids such as specifications or time of delivery;

(b) imposition of conditions or restrictions in the bid which modify requirements of the invitation or limit the bidder's liability to the Authority.

(c) unreasonableness as to price;

(d) a bid from a nonresponsible bidder.

The Board may reject any and all bids and readvertise at its discretion. If, after rejecting bids for materials and supplies, the Board determines that, in its opinion, the materials and supplies may be purchased at a lower price in the open market, the Board may authorize such purchases without further observance of the provisions requiring contracts, bids or notices.

(8) **Correction or Withdrawal of Bids; Cancellation of Awards.** Correction or withdrawal of inadvertently erroneous bids, before or after award, or cancellation of awards or contracts based on bid mistakes must be approved by the Contracting Officer in writing. After the bid opening, no changes in bid price or other provisions of bids prejudicial to the interest of the Authority or fair competition shall be allowed. Whenever a bid mistake is suspected, the Authority shall request confirmation of the bid prior to award. In such an instance, if the bidder alleges an error, the Authority shall only permit correction of the bid or withdrawal of the bid in accordance with subparagraph (a) or (b).

(a) Correction of bids. Correction of bids shall only be permitted when:

(i) an obvious clerical mistake is clearly evident from examining the bid document. Examples of such mistakes are errors in addition or the obvious misplacement of a decimal point; or

(ii) the otherwise low bidder alleges a mistake and the intended bid is evident from the bid document or is otherwise supported by clear and convincing evidence as to the bid intended and the corrected bid remains the low bid. A low bidder may not be permitted to correct a bid mistake resulting from an error in judgment.

(b) **Withdrawal of Bids.** Withdrawal of a bid shall only be permitted where the otherwise low bidder alleges a mistake and there is clear and convincing evidence as to the existence of a mistake.

(c) **Cancellation of Awards.** Cancellation of awards or contracts shall only be permitted when:

(i) evidence as to the existence of the mistake is not discovered until after the award;

(ii) there exists no clear and convincing evidence to support the bid intended; and

(iii) performance of the contract at the award price would be unconscionable.

(9) **Award**

(a) The contract must be awarded with reasonable promptness by written notice to the lowest responsive bid by a responsible bidder whose bid fully meets the requirements of the invitation for bids and these regulations. Unsuccessful bidders shall also be promptly notified.

(b) Notice of an award shall only be made in writing.

3.3 **Small Purchases**

(1) Any procurement not exceeding the amounts established by law may be made in accordance with small purchase procedures. However, procurement requirements shall not be artificially divided so as to constitute a small purchase.

(2) No bidding is required for procurements of \$2,500.00 or less.

(3) The Executive Director must obtain price quotations from at least three (3) vendors and base the selection on competitive price and quality for procurements valued at \$2,500.00 or less.

(4) Purchase orders may be utilized for small purchases.

### 3.4 Sole Source Procurement

(1) A contract may be awarded for a supply, service or construction item without competition when the Contracting Officer determines in writing that there is only one source for the required supply, service or construction item.

(2) The written determination shall state the unique capabilities required and why they are required and the consideration given to alternative sources.

### 3.5 Emergency Procurement

In case of any major public calamity, or whenever it is in the interest of aviation or shipping safety, or necessary to keep the ports operable by the Authority, the Board may determine that the public interest and necessity demand the immediate expenditure of funds to keep the ports facilities open to traffic or in a safe condition, and thereupon authorize the expenditure of such sums as may be needed without the observation of the provision requiring contracts, bids or notices. The Board may issue continuing authorizations for the expenditure of funds described in this section, placing therein the conditions which will give rise to such special expenditures.

### 3.6 Competitive Sealed Proposals

(1) Conditions for use. When the Contracting Officer determines in writing that the use of a competitive sealed bidding is either not practical or not advantageous to the Authority, a contract may be entered into by competitive sealed proposals.

(2) Request for proposals. Proposals shall be solicited through a request for proposals.

(3) Public notice. Adequate public notice of the request for proposals shall be given in the same manner as provided for in competitive sealed bids.

(4) Receipt of proposals. Proposals shall be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation. Proposals shall be prepared and opened for public inspection after contract award.

(5) Evaluation factors. The request for proposals shall state the relative importance of price and other evaluation factors.

(6) Discussion with responsible offerors and revisions to proposals. As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably

susceptible of being selected for award for the purpose of clarification and to insure full understanding of, and responsiveness to, solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining the best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

(7) Award. Award shall be made to the responsible offeror whose proposal is determined in writing to be most advantageous to the Authority taking into consideration price and the evaluation factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made.

### 3.7 Competitive Selection Procedures for Professional, Advisory, or Technical Services

(1) Procurement method. Professional, advisory, or technical services, pursuant to law, are not subject to these procurement requirements. However, the Authority shall make every attempt to procure such services as provided in this section except when authorized as a small purchase, emergency procurement or sole-source procurement.

(2) Policy. It is the policy to publicly announce all requirements for professional services and negotiate contracts on the basis of demonstrated competence and qualifications at a fair and reasonable price. The Executive Director shall maintain files of current statements of qualifications of professional advisory, and technical firms. Persons engaged in providing professional advisory or technical services may submit statements of qualifications and expressions of interests providing such types of services. Persons may amend these statements at any time by filing a new statement.

(3) Public announcement and form of request for proposals. Adequate notice of the need for such services shall be given by the Contracting Officer through a request for proposals. The request for proposals shall describe the services required, list the type of information and date required of each offeror and state the relative importance of particular qualifications.

(4) Discussions. The Executive Director, Contracting Officer, or Board may conduct discussions with any offeror who has submitted a proposal to determine such offerors qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other offerors.

(5) Award. Award shall be made to the offeror determined in writing by the Contracting Officer to be the best qualified based on the evaluation factors set forth in the request for proposals, and negotiation of compensation determined to be fair and reasonable. If compensation

cannot be agreed upon with the best qualified offeror then negotiations will be formally terminated with the selection offeror. If proposals were submitted by one or more other offerors determined to be qualified, negotiations may be conducted with such other offeror or offerors, in the order of their respective qualification ranking, and the contract may be awarded to the offeror then ranked a best qualified if the amount of compensation is determined to be fair and reasonable.

#### PART 4 - CANCELLATION OF INVITATION FOR BIDS OR REQUESTS FOR PROPOSALS

##### 4.1 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 by the Board including, but not limited to, the following:

- (1) inadequate or ambiguous specifications contained in the solicitation;
- (2) specifications which have been revised;
- (3) goods or services being procured which are no longer required;
- (4) inadequate consideration given to all factors of cost to the Authority in the solicitation;
- (5) bids or proposals received indicate that the needs of the government can be certified by a less expensive good or service;
- (6) all offers with acceptable bids or proposals received are at unreasonable prices; or
- (7) bids were collusive.

The Board shall have the right to cancel an award without liability to the bidder or offeror, except the return of any deposit, guarantee or other security, at any time before a contract has been fully executed by all parties.

#### PART 5 - QUALIFICATIONS AND DUTIES

##### 5.1 Responsibility of Bidders and Offerors

- (1) Awards shall be made to responsible contractors. To be determined responsible, a prospective contractor must:

- (a) have adequate financial resources to perform the contract, or the ability to obtain them;
- (b) be able to comply with the required delivery or performance schedule;
- (c) have a satisfactory performance record;
- (d) have a satisfactory record of integrity and business ethics;
- (e) have the necessary organization, experience and skills, (or the ability to obtain them), required to successfully perform the contract;
- (f) have the necessary production, construction and technical equipment facilities, or the ability to obtain them;
- (g) have an office in the island where the construction work is to be performed; and
- (h) be otherwise qualified and eligible to receive an award under applicable laws and rules.

The above factors are not to be deemed exclusive.

(2) Obtaining information. Prior to award, the Executive Director shall obtain information from the bidder or offeror necessary to make a determination of responsibility using the factors in paragraph 1 above. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for determination of non-responsibility with respect to that bidder or offeror.

(3) Right of non-disclosure. Information furnished by a bidder or offeror pursuant to paragraph 2 may not be disclosed outside of the office of the Authority without prior consent by the bidder or offeror.

(4) Nonresponsibility determination. When a bid or proposal on which a contract award would otherwise be made is rejected because the prospective contractor is found to be nonresponsible, a written determination shall be signed by the Executive Director stating the basis for the determination and this shall be placed in the contract file.

## 5.2 Prequalification of Contractors

Prospective suppliers of goods or services may be prequalified for particular types of construction, goods and services when determined necessary by the Executive Director. Opportunity for qualification before solicitation shall be

afforded to all suppliers. Solicitation mailing lists of potential contractors shall include, but shall not be limited to, prequalified suppliers. In no event will bidders be allowed to qualify after the bid opening.

## PART 6 - TYPES OF CONTRACTS

### 6.1 Types of Contracts

- (1) Use of a cost-plus-a-percentage-of-cost and percentage of construction cost methods of contracting are prohibited.
- (2) Authority contracts shall utilize a firm fixed price unless use of a cost reimbursement contract is justified under paragraph 3.
- (3) A cost reimbursement contract may be used when the Contracting Officer determines in writing which is attached to the contract that:
  - (a) uncertainties in the work to be performed make the cost of performance too difficult to estimate with the degree of accuracy required for a firm fixed price contract;
  - (b) use of a firm fixed price contract could seriously affect the contractor's financial stability or result in payment by the Authority for contingencies that never occur; or
  - (c) use of a cost reimbursement contract is likely to be less costly to the Authority than any other type due to the nature of the work to be performed under the contract.

## PART 7 - INSPECTION AND AUDIT

### 7.1 Right to Inspect Place of Business

The Authority may, at reasonable times, inspect the place of business of a contractor or any subcontractor which is related to the performance of any contract awarded or to be awarded by the Authority.

### 7.2 Right to Audit Records

As required by 1 CMC §7845, the contractor and subcontractor or grantee and subgrantee at all levels shall provide the Public Auditor of the Commonwealth with access to and the right to examine and copy any records, data or papers



relevant to an Authority contract or grant for a period of three (3) years after the final payment under the contract or grant. A clause to this effect shall appear in all Authority contracts and obligations.

## PART 8 - REPORTS AND RECORDS

### 8.1 Retention of Procurement Records

- (1) All procurement records shall be retained by the Executive Director.
- (2) The Executive Director shall maintain a record listing all contracts made under sole-source procurement or emergency procurements for a minimum of five (5) years. The record shall contain:
  - (a) each contractor's name;
  - (b) the amount and type of each contract; and
  - (c) a listing of the supplies, services or construction procured under each contract.
- (3) All procurement records, except those designated herein as not subject to disclosure, shall be available to public inspection.

## PART 9 - PROCUREMENT OF CONSTRUCTION SERVICES

### 9.1 Construction Procurement

- (1) Invitation for Bids.
  - (a) Deposit. The Contracting Officer shall determine the amount of deposit required for potential bidders to obtain the invitation for bids.
  - (b) Contents. The invitation for bids shall be prepared in accordance with section 3.2(2). In addition, the following items shall be included in the Invitation for Bids;
    - (i) Notice to Bidders. General information regarding project;
    - (ii) Instructions to Bidders. Information on the preparation of bids, bid security requirements and forms and certifications that must be submitted with the bid;

(iii) General Conditions. Standard contract clauses governing the performance of work;

(iv) Special Conditions. Special contract clauses depending on the nature and dollar amount of the work to be performed; and

(v) Technical Specifications. Specifications governing the technical aspects of the work to be performed;

(2) Bid Security

(a) Requirement. Bid security shall be required for all competitive sealed bidding construction contracts where the price is estimated by the Contracting Officer to exceed \$2,500.00 or when the Contracting Officer determines it is in the interest of the Authority. Bid security shall be on a bid bond, in cash, by certified check, cashiers check or other form acceptable to the Authority.

(b) Amount. Bid security shall be an amount equal to at least ten percent (10%) of the amount of the bid or other amount as specified in the Invitations for Bids.

(c) Rejection of Bid. Failure to furnish bid security, when required by the invitation, shall result in rejection of the bid as nonresponsive.

(3) Contract Performance and Payment Bonds

(a) When a construction contract is awarded in excess of \$2,500.00, the following bonds or security shall be delivered to the Authority and shall become binding on the parties upon the execution of the contract:

(i) a performance bond satisfactory to the Authority, executed by a surety company authorized to do business in the Commonwealth or otherwise secured in a manner satisfactory to the Authority, in an amount equal to one hundred percent (100%) of the price specified in the contract; and

(ii) a payment bond satisfactory to the Authority, executed by a surety company authorized to do business in the Commonwealth or otherwise secured in a manner satisfactory to the Authority, 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 bond shall be in an amount equal to one hundred percent (100%) of the price specified in the contract.

(4) Suits on Payment Bonds; Right to Institute. Every person who has furnished labor or material to the contractor or its subcontractors for the work provided in the contract, in respect of which a payment bond is furnished under this section, and who has not been paid in full therefor before the expiration of a period of ninety (90) days after the day on which the last of the labor was done or performed by such person or material was furnished or supplied by such person for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute said action for the sum or sums justly due such person; provided, however, that any person having a direct contractual relationship with a subcontractor of the contractor, but no contractual relationship express or implied with the contractor furnishing said payment bond, shall have a right of action upon the payment bond upon giving written notice to the contractor within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material upon which such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or supplied or for whom the labor was done or performed. Such notice shall be personally served or served by mailing the same by registered or certified mail, postage prepaid, in an envelope addressed to the contractor at any place the contractor maintains an office or conducts its business.

(5) Suits on Payment Bonds; Where and When Brought. Every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the Commonwealth; but no such suit shall be commenced after the expiration of one (1) year after the day on which the last of the labor was performed or material was supplied by the person bringing suit. The obligee named in the bond need not be joined as a party in any such suit.

(6) Fiscal Responsibility. Every contract modification, change order, or contract price adjustment under a construction contract shall be subject to prior approval by the Board; provided, however, that with respect to the validity, as to the contractor, of any executed contract modification, change order or adjustment in contract price which the contractor has reasonably relied upon, it shall be presumed that there has been compliance with the provisions of this subsection.

## PART 10 - PROTESTS AND DISPUTES

### 10.1 Protests to the Executive Director

#### (1) General

(a) Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract

may protest to the Executive Director. The protest shall be received by the Executive Director in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto. Executive Director shall consider all protests or objections to the award of a contract, whether submitted before or after award. The written protest shall state fully the factual and legal grounds for the protest;

(b) Other persons, including bidders, involved in or affected by the protest shall be given notice of the protest and its basis in appropriate cases. These persons shall also be advised that they may submit their views and relevant information to the Executive Director within a specified period of time. Normally, the time specified will be one (1) week;

(c) The Executive Director shall decide the protest within thirty (30) calendar days after all interested parties have submitted their views unless he certifies that the complexity of the matter requires a longer time, in which event he shall specify the appropriate longer time;

(d) When a protest, before or after award, has been appealed to the Appeal Committee, as provided in these procedures, and the Executive Director is requested to submit a report, the Executive Director should include with his report a copy of:

(i) the protest;

(ii) the bid submitted by the protesting bidder and a copy of the bid of the bidder who is being considered for award, or whose bid is being protested;

(iii) the solicitation, including the specifications on portions relevant to the protest;

(iv) the abstract of offers or relevant portions;

(v) any other documents that are relevant to the protest; and

(vi) the Executive Director's signed statement setting forth findings, actions, and recommendations and any additional evidence or information deemed necessary in determining the validity of the protest. The statement shall be fully responsive to the allegation of the protest. If the award was made after receipt of the protest, the Executive Director's report will include the determination prescribed in subparagraph (2)(c) below.

(e) Since timely action on protests is essential, they should be handled on a priority basis. Upon receipt of notice that an appeal from the Executive Director's decision has been taken to the Appeal Committee, the Executive Director shall immediately begin compiling the information necessary for a report as provided in subsection (d) above.

(2) Protests Before Award

(a) When a proper protest against the making of an award is received, the award will be withheld pending disposition of the protest. The bidders whose bids might become eligible for award shall be informed of the protest. In addition, those bidders shall be requested, before expiration of the time for acceptance of their bids, to extend the time for acceptance to avoid the need for readvertisement. In the event of failure to obtain such extensions of bids, consideration shall be given to proceeding with an award under subparagraph (b) below.

(b) When a written protest is received, award shall not be made until the matter is resolved, unless the Contracting Officer determines that:

(i) the materials and services to be contracted for are urgently required;

(ii) delivery or performance will be unduly delayed by failure to make award promptly; or

(iii) a prompt award will be advantageous to the Authority.

(c) If award is made under subparagraph (b) above, the Contracting Officer shall document the file to explain the need for an immediate award. The Contracting Officer also shall give written notice to the protester and others concerned of the decision to proceed with the award.

(3) Protests After Award

Although persons involved in or affected by the filing of a protest after award may be limited, in addition to the Executive Director, at least the contractor shall be furnished the notice of protest and its basis in accordance with subparagraph (1)(b) above. When it appears likely that an award may be invalidated and a delay in receiving the supplies or services is not prejudicial to the Authority's interest, the Contracting Officer should consider seeking a mutual agreement with the contractor to suspend performance on a no-cost basis.

(4) Computation of Time:

(a) Except as otherwise specified, all "days" referred to in this part are deemed to be working days of the Authority. The term "file" or "submit" except as otherwise provided refers to the date of transmission.

(b) In computing any period of time prescribed or allowed by these procedures, the day of the act or event from which the designated period of time begins to run shall not be included.

10.2 Appeals of Executive Director's Decision to the Board

(1) Jurisdiction; Exhaustion of Remedies. A written appeal to the Appeal Committee from a decision by the Executive Director may be taken provided that the party taking the appeal has first submitted a written protest to the Executive Director as provided in section 10.1 of these Procedures, and the Executive Director has denied the protest or has failed to act on the protest within the time provided for in section 10.1(1)(c) above.

(2) Form of Appeal. No particular form of pleading is required for filing an appeal to the Appeal Committee. The appeal shall, however:

(a) Include the name and address of the appellant;

(b) Identify the name and number of the solicitation or contract;

(c) Contain a concise, logically arranged, and direct statement of the grounds for appeal; and

(d) Specifically request a ruling by the Appeal Committee.

(3) Time for Filing Appeal. An appeal from the Executive Director's decision must be received by the Appeal Committee not later than ten (10) days after the appellant receives the decision of the Executive Director, or, in the event that the Executive Director has not decided the protest within ten (10) days from the date that he should have decided the protest pursuant to section 10.1(1)(c) above. Any appeal received after these time limits shall not be considered by the Appeal Committee unless good cause is shown or unless the Appeal Committee determines that the appeal presents issues significant to procurement practices that are not outweighed by the detriment to the Authority should the appeal be considered.

(4) Notice of Protest, Submission of Executive Director's Report and Time for Filing of Comments on Report.

(a) The Appeal Committee shall notify the Executive Director in writing within one (1) day of the receipt of an appeal, requesting

the Executive Director to give notice of the appeal to the contractor if award has been made or, if no award has been made, to all bidders or proposers who appear to have a substantial and reasonable prospect of receiving an award if the appeal is denied. The Executive Director shall be requested to furnish in accordance with section 10.1(1)(b) of these Procedures copies of the protest and appeal documents to such parties with instructions to communicate further directly with the Appeal Committee.

(b) The Appeal Committee shall request the Executive Director to submit a complete report on the appeal to the Appeal Committee as expeditiously as possible (generally within 25 working days) in accordance with section 10.1(1)(d) of these Procedures and to furnish a copy of the report to the appellant and other interested parties as defined in section 10.1(1)(b).

(c) Comments on the Executive Director's report shall be filed with the Appeal Committee within ten (10) days after the Appeal Committee's receipt of the report, with a copy to other interested parties. Any rebuttal an appellant or interested party may care to make shall be filed with the Appeal Committee within five (5) days after receipt of the comments to which rebuttal is directed, with a copy to the appellant, and interested parties, as the case may be.

(d) The failure of an appellant or any interest party to comply with the time limits stated in this section may result in resolution of the appeal without consideration of the comments untimely filed.

(5) **Withholding of Award.** When an appeal has been filed before award, the Contracting Officer will not make an award prior to resolution of the protest except as provided in this section. In the event the Contracting Officer determines that award is to be made during the pendency of an appeal, the Contracting Officer will notify the Appeal Committee.

(6) **Furnishing of Information on Protests.** The Appeal Committee shall, upon request, make available to any interested party information bearing on the substance of the appeal which has been submitted by interested parties, except to the extent that withholding of information is permitted or required by law or regulation. Any comments thereon shall be submitted within a maximum of ten (10) days.

(7) **Time for Submission of Additional Information.** Any additional information requested by the Appeal Committee from the appellant or interested parties shall be submitted no later than five (5) days after the receipt of such request. If it is necessary to obtain additional information from the Executive Director, the Appeal Committee will request that such information be furnished as expeditiously as possible.

(8) Conference.

(a) A conference on the merits of the appeal with the Appeal Committee may be held at the request of the appellant, any other interested party, or the Executive Director. Request for a conference should be made prior to the expiration of the time period allowed for filing comments on the agency report. Except in unusual circumstances, requests for a conference received after such time will not be honored. The Appeal Committee will determine whether a conference is necessary for resolution of the appeal.

(b) Conference normally will be held prior to expiration of the period allowed for filing comments on the agency report. All interested parties shall be invited to attend the conference. Ordinarily, only one conference will be held on an appeal.

(c) Any written comments to be submitted and as deemed appropriate by the Appeal Committee as a result of the conference must be received by the Appeal Committee within five (5) days of the date on which the conference was held.

(i) Time for Decision; Notice of Decision; The Appeal Committee shall, if possible, issue a decision on the appeal within 25 days after all information necessary for the resolution of the appeal has been received. A copy of the decision shall immediately be mailed or otherwise transmitted to the appellant, other participating parties, and the Executive Director.

(9) Request for Reconsideration:

(a) Reconsideration of a decision of the Appeal Committee may be requested by the appellant, any interested party who submitted comments during consideration of the protest, and the Executive Director. The request for reconsideration shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted, specifying any errors of law made or information not previously considered.

(b) Request for reconsideration of a decision of the Appeal Committee shall be filed not later than ten (10) days after the decision. The term "filed" as used in this section means receipt by the Appeal Committee.

(c) A request for reconsideration shall be subject to these bid protest procedures consistent with the need for prompt resolution of the matter.



### 10.3 Remedies:

(1) Remedies Prior to Award. If prior to award the Executive Director or the Appeal Committee determines that a solicitation or proposed award of a contract is in violation of law or regulation, then the solicitation or proposed award shall be:

- (a) cancelled; or
- (b) revised to comply with law or regulation.

(2) Remedies After an Award. If after an award the Executive Director or the Appeal Committee determines that a solicitation or award of a contract is in violation of law or regulation, then:

(a) if the person awarded the contract has not acted fraudulently or in bad faith:

(i) the contract may be ratified and affirmed, provided it is determined that doing so is in the best interests of the Authority; or

(ii) the contract may be terminated and the person awarded the contract shall be compensated for the actual expenses reasonably incurred under the contract, plus a reasonable profit, prior to termination;

(b) if the person awarded the contract has acted fraudulently or in bad faith:

(i) the contract may be declared null and void; or

(ii) the contract may be ratified and affirmed if such action is in the best interests of the Authority, without prejudice to the Authority's rights to such damages as may be appropriate.

(3) Finality of Findings of Fact by the Appeal Committee. A determination of an issue of fact by the Appeal Committee under these Procedures shall be final and conclusive unless arbitrary, capricious, fraudulent, or clearly erroneous.

### 10.4 Effective Date

All protests as to the manner of bidding, the failure to properly award a bid, the failure of Authority to contract with a business after bidding, or the cancellation of bids which may or may not be the subject of lawsuit but have not reached final judgment as of the effective date of these regulations shall be heard in accordance with this Part upon the request of the actual or prospective bidder, offeror, or contractor who is aggrieved.

## 10.5 Disputes

(1) Any dispute between the Authority and a contractor relating to the performance, interpretation of a compensation due under a contract, which is the subject of these regulations, must be filed in writing with the Executive Director within ten (10) calendar days after knowledge of the facts surrounding the dispute.

(2) When a claim by or against a contractor cannot be satisfied or settled by mutual agreement and a decision on the dispute is necessary, the Executive Director shall review the facts pertinent to the dispute, secure necessary legal assistance and prepare a written description that shall include:

- (a) description of the dispute;
- (b) reference to pertinent contract terms;
- (c) statement of the factual areas of disagreement or agreement; and
- (d) statement of the decision as to the factual areas of disagreement and conclusion of the dispute with any supporting rationale.

(3) Appeals. The Appeal Committee shall review and render a decision on an appeal from an adverse decision timely taken by a contractor. The Appeal Committee may require a hearing or that information be submitted on the record, in his discretion. The Appeal Committee may affirm, reverse or modify the decision or remand it for further consideration.

(4) Duty to Continue Performance. A contractor that has a dispute pending before the Executive Director or an appeal before the Appeal Committee must continue to perform according to the terms of the contract and failure to so continue shall be deemed to be a material breach of the contract unless he obtains a waiver of this provision by the Board.

## 10.6 Appeal Committee

The Appeal Committee shall be composed of three (3) members of the Board, appointed by the Chairman of the Board, or by the Vice Chairman in his absence, shall not be a member of the Appeal Committee. The Chairman of the Appeal Committee shall be appointed by the Chairman of the Board, or the Vice Chairman in his absence.

## PART 11 - ETHICS IN CONTRACTING

## 11.1 Definitions of Terms

- (1) "Confidential information" means any information which is available to an employee only because of the employee's status as an employee of the Authority and is not a matter of public knowledge or available to the public on request.
- (2) "Conspicuously" means written in such special or distinctive form, print or manner that a reasonable person against whom it is to operate ought to have noticed it.
- (3) "Direct or indirect participation" means involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity.
- (4) "Financial interest" means:
  - a. ownership of any interest or involvement in any relationship from which or as a result of which, a person within the past year has received or is presently or in the future entitled to receive compensation; or
  - b. holding a position in a business such as an officer, director, trustee, partner, employee or the like or holding any position of management.
- (5) "Gratuity" means a payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- (6) "Immediate family" means spouse, children, parents, brothers and sisters.

## 11.2 Policy

Authority, Board members and in contracting, employees shall discharge their duties impartially so as to:

- (1) insure fair competitive access to Authority procurement by reasonable contractors; and
- (2) conduct themselves in a manner as to foster public confidence in the integrity of the Authority.

### 11.3 General Standards

(1) Board Members and Employees. Any attempt to realize personal gain by conduct inconsistent with the proper discharge of the Board members or employee's duties is a breach of a public trust. In order to fulfill this ethical standard, Board members and employees must meet the requirements of these regulations.

(2) Contractors. Any effort to influence any Authority Board members or employee to breach the standards of ethical conduct set forth in these regulations is also a breach of ethical standards.

### 11.4 No Financial Interests

(1) No Board member shall have any financial interest, direct or indirect, in any contract awarded by the Board. This provision shall not apply to contracts awarded to a corporation in which such Board member owns less than five percent (5%) of the entire capital stock. To this end, the Authority shall require that corporate bidders submit the names of all of its stockholders and the percentage of their ownership.

(2) No Board member, officer, or employee of the Authority, either personally or as agent for anyone else, shall benefit directly or indirectly by reason of any sale, purchase, contract or transaction entered into by the Authority.

Any person who, directly or indirectly, becomes interested in any such sale, purchase, contract or transaction while serving as a Board member, officer, or employee of the Authority shall be guilty of a felony. Upon the filing of an information of such felony, the Board in its judgment may suspend the services of the charged person pending final determination. Immediately upon conviction of a violation thereof, such person shall forfeit his office or position. Upon conviction thereof, he shall be punished by a fine not to exceed \$2,000.00 or by confinement in jail for not more than one year, or both.

### 11.5 Gratuities and Kickbacks

(1) Gratuities. It shall be a breach of ethical standards for any person to offer, give or agree to give any Board member or 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 therefor.

(2) Kickbacks. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontractor or order.

#### 11.6 Prohibition Against Contingent Fees

(1) 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 Authority 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.

(2) Representation of contractor. Every person, before being awarded an Authority contract, shall represent, in writing that such person has not retained anyone in violation of this section. Failure to do so constitutes a breach of ethical standards.

#### 11.7 Contract Clauses

The prohibitions against gratuities, kickbacks and against contingent fees shall be conspicuously set forth in every contract and solicitation therefor.

#### 11.8 Restrictions on Employment of Present and Former Board Members or Employees

(1) Present Board members or employees. It shall be a breach of ethical standards for any Board member or employee who is participating directly or indirectly in the procurement process to become or be while such a Board member or employee, the employee of any person contracting with the Authority.

(2) Restrictions on former Board members or employees in matters connected with their former duties.

(a) Permanent disqualification of former Board member or employee personally involved in a particular matter. It shall be a breach of ethical standards for any former Board member or employee knowingly to act as a principal or as an agent for anyone other than the Authority, in connection with any:

(i) judicial or other proceeding, application, request for a ruling or other determination;

(ii) contract;

- (iii) claim; or
- (iv) charge or controversy

in which the Board member or employee participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, investigation or otherwise while a Board member or employee, where the Authority is a party or has a direct or substantial interest.

#### 11.9 Use of Confidential Information

It shall be a breach of ethical standards for any Board member or employee or former Board member or employee to knowingly use confidential information for actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

#### 11.10 Collusion by Bidders

Collusion or secret agreements between bidders for the purpose of securing an advantage to the bidders against the Authority in the awarding of contracts is prohibited. The Board may declare the contract void if it finds sufficient evidence after a contract has been let that the contract was obtained by a bidder or bidders by reason of collusive or secret agreement among the bidders to the disadvantage of the Authority.

#### 11.11 Authority to Debar or Suspend

- (1) Authority. After reasonable notice to the person involved and reasonable opportunity for the person to be heard under the Administrative Procedure Act, the Executive Director after consultation with the Board and the Attorney, shall have authority to debar a person for cause from consideration for award of contracts. The debarment shall not be for a period of more than three (3) years. The Executive Director, after consultation with the Board and the Attorney, shall have authority to suspend a person from consideration for award of contracts if there is cause for suspension. The suspension shall not be for a period exceeding three (3) months.
- (2) Causes for debarment or suspension. The causes for debarment or suspension include the following:
  - (a) conviction for commission of a criminal offense in an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

(b) conviction under Commonwealth or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, violation of the Consumer Protection Act (4 CMC §5101 et seq.), violation of any unfair business practices as prescribed by 4 CMC §5202, or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects its responsibility as a government contractor;

(c) violation of contract provisions, as set forth below, of a character which is regarded by the Executive Director to be so serious as to justify debarment action:

(i) deliberate failure without good cause to perform in accordance with the specifications within the time limits provided in the contract; or

(ii) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered a basis for debarment;

(d) any other cause that the Executive Director determines to be so serious and compelling as to effect responsibility as an Authority contractor, including debarment by another governmental entity; and

(e) for violation of any of the ethical standards set forth in Section 11.

(3) Decision. The Executive Director shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken.

(4) Notice of decision. A copy of the decision shall be mailed or otherwise furnished immediately to the debarred or suspended person.



COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS  
DEPARTMENT OF PUBLIC SAFETY

Saipan, Mariana Islands 96950



Edward Manibusan  
Director  
Gregorio M. Camacho  
Asst. to Director  
Judie Degalle  
Chief, Admin. Div.  
Vicente T. Saman  
Chief of Corrections  
Jose S. Iba  
Chief of Fire  
Jose SN. Babauta  
Chief of Police

NOTICE OF PROPOSED RULES AND REGULATIONS  
DEPARTMENT OF PUBLIC SAFETY  
BUREAU OF MOTOR VEHICLE

TITLE 9 of the COMMONWEALTH CODE

PROPOSED REGULATIONS: The Director of the Department of Public Safety is hereby proposing to promulgate Rules and Regulations pursuant to the provisions of Title 9 Divisions 1, 2, 3 and Title 1 § 9104 regulating the activities, performance, requirements and fees for different classes of motor vehicles as set forth in Title 9 of the Commonwealth Code. The proposed Rules and Regulations also incorporates penalty fees for failure of an owner of a motor vehicle to register his or her vehicle within 10 days of its expiration.

CONTENTS: These regulations govern the requirement of a Commonwealth two plate licensing system, fees for commercial vehicles including penalty fees for non registration of vehicles within 10 days of the vehicles expiration and other requirements.

Pursuant to 1 CMC § 9104, comments regarding the contents of these regulations may be sent to the office of the Director of Public Safety, Civic Center Saipan MP 96950 within 30 days from the date of this publication in the Commonwealth Registry.

Facsimile - (670) 234-8531  
Cable - c/o GOV. NMI Saipan  
Administrative Division  
(670) 234-6823/8536  
Central Station  
234-6333/7271/6431  
Corrections Division  
234-7254/8534  
Fire Division  
234-6222/9222/3437  
Patrol Division  
234-7271  
Investigation Section  
234-7208  
Juvenile Unit  
234-9136  
Motor Vehicle Bureau  
234-6921/9137  
Highway Safety Office  
234-6021  
Traffic Section  
234-7212/7153  
Boating Safety Office  
234-7212  
Training/Public Relations  
234-8536  
Academy  
234-5639

Dated this 2<sup>nd</sup> day of August 1988.

Edward Manibusan  
EDWARD MANIBUSAN  
DIRECTOR OF PUBLIC SAFETY





Commonwealth of the Northern Mariana Islands  
 Department of Public Safety  
 Saipan, CM 96950



Tel: 6333/6431 (Emergency)  
 6952/7271

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 PUBLIC SAFETY BWELLE REEL ALONGAL MESEMESEL GHAREETA

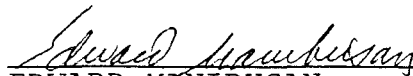
TITLE 9 MELLOL COMMONWEALTH CODE

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 KKAAL SANGI MWOGHUTUGHUT YE LLOL TITLE  
 9 DIVISIONS 1, 2, 3 ME TITLE 1 & 9104  
 IY E ALLEGHUUW AWEEWEEL MWOGHUTUGHUTUL  
 ME OBWOSSUL ALONGAL MESEMESEL GHAREETA  
 IYE E ITITIW LOOL TITLE 9 MELLOL COMMON-  
 WEALTH CODE. PWOMWOL ALLEGH KKAAL EBWAL  
 AYOORAALONG OBWOSSUL GHEEGHE REEL SCHOOKKA  
 RESE REGISTER-LI YAAR GHAREETA LLOL SEIGH  
 (10) RAL SANGI MAALLOOL LISENSIYA.

OWTOL : ALLEGH KKAAL NGE LEMELEMIL BWE EBWE RUWOOW  
 LICENSE PLATE KKA EBWE APPASCH, OBWOSSUL  
 GHAREETA MEBWAL MWUTTA NGARE ESE REGISTER-  
 LI GHAREETA LOOL SEIGH (10) RAL SANGI  
 MAALLOOL LISENSIYA.

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 E AWEEWEY BWE YAAMI MANGEMANG REEL ALLEGH  
 KKAAL NGE EBWE AFANGAFANGELO REEL SAMWOOLUL  
 PUBLIC SAFETY ME CIVIC CENTER, SEIPEL,  
 MP 96950 LLOL ELIIGH (30) RAL, SANGI RAALIL  
 YE RE APIYOWULIWOW MELLOL COMMONWEALTH  
 REGISTRY.

LLOL RAALIL YE 2ND MELLOL AUGUST, 1988.

  
 EDWARD MANIBUSAN  
 SAMWOOLUL PUBLIC SAFETY



Commonwealth of the Northern Mariana Islands  
 Department of Public Safety  
 Saipan, CM 96950



Tel: 6333/6431 (Emergency)  
 6952/7271



NOTICIA POT PROPOSITON REGULATION  
 DEPARTAMENTON PUBLIC SAFETY, DIBISION KARETA

TITULU 9 KODIDON COMMONWEALTH

PROPOSITON : I DIREKTOT I DEPARTAMENTON PUBLIC SAFETY  
 REGULASION GINEN ESTE NA NUTISIA HA PRUPOPONI MUNA'  
 GUAHA AREKLAMENTO YAN REGULASION SIHA SIGUN  
 GI PRUBESION SIHA GI TITULU 9 DIBISION 1,  
 2 YAN 3, YAN TITULU 1 PAPA' SEKSIONA 9104  
 NI GUMUBIEBIETNA I AKTEBIDAT, CHO'CHO', KONDI-  
 SION YAN APAS SALAPPE' SIHA PUT I DIFIRENTES  
 KLASEN KARETA SIHA NI MAPRUBENIYI GI HALOM  
 I TITULU 9 GI KODIKON COMMONWEALTH. I MANMA-  
 PRUPOPONI SIHA NA AREKLAMENTO YAN REGULASION  
 MA PRUBENINIYI LOKKUE'MUTTAN SALAPPE' PUT  
 DESKUIDON DRENON KARETA NI TI UMAGON RUMEHISTRA  
 I KARETA-NA 10 DIAS DESPUES DI MATAI I REHISTRA-  
 SION KARETA-NA.

SIGENTE : ESTE NA REGULASION SIHA PARA U GUBIETNA I  
 SIHA NISISIDAT 2 NA PLATAN LISENSIAN COMMONWEALTH  
 GI KADA KARETA, APAS SALAPPE'PUT KARETAN  
 KOMETSIA, ENKLUSU MUTTAN SALAPPE' SIHA PUT  
 TI MA REHISTRAN KARETA SIHA GI HALOM 10 DIAS  
 DESPUES DI MATAI I REHISTRASION YAN OTRO  
 SIHA NA NISISDAT.

SIGON GI 1 CMC PAPA' SEKSIONA 9104, REKOMENDA-  
 SION SIHA PUT I FONDAMENTON-NIHA ESTE SIHA  
 NA REGULASION SINA MANMASATMITTE GUATO GI  
 UFISINAN I DIREKTOT I PUBLIC SAFETY, CIVIC  
 CENTER, SAIPAN, MP 96950, GI HALOM 30 DIAS  
 DESPUES DI I FECHA NI MANA'HALOM ESTE NA  
 NUTISIA GI HALOM I REHISTRAN COMMONWEALTH.

MA FECHA AUGUSTU 2ND, 1988.

*Edward Manibusan*  
 EDWARD MANIBUSAN  
 DIREKTOT PUBLIC SAFETY

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS  
DEPARTMENT OF PUBLIC SAFETY

<BUREAU OF MOTOR VEHICLES>

RULES AND REGULATIONS

SECTION 101 : LICENSE PLATES

- A. Upon registering a vehicle, the Department of Public Safety (DPS) Bureau of Motor Vehicles [BMV] shall issue to the owner two (2) license plates. One (1) plate shall be attached to the rear of the motor vehicle and one (1) plate shall be attached to the front of the motor vehicle. These plates shall be kept clean and the numbers must be visible from a distance of fifty (50) feet. Such plates shall identify the vehicles for which they are issued for the period of their validity.
- B. Every license plate shall have displayed upon it the registration number assigned to the vehicle for which it is issued together with the word "CNMI" and the year number for which it is issued or a suitable device issued by the DPS BMV for validation purposes, which device shall contain the year number for which issued.
- C. License plates shall be rectangular in shape and such size as the Director DPS may determine. Upon originally registering a vehicle and an annual re-registration of such vehicles the Bureau shall issue to the owner suitable plates or devices indicating such annual registration which shall be attached to the vehicle as provided in this Regulations.
- D. The Department shall also issue such plates as applied for which shall have displayed thereon the general distinguishing number assigned to the applicant. Each plate or pair of plates so issued shall also contain a number or symbol identifying the same from every other plate or pair of plates bearing a like general distinguishing number.

F. Every license plate shall at all times be securely fastened to the vehicle for which it is issued so as to prevent the plate from swinging, and at a minimum distance of twelve (12) inches from the ground in a position to be clearly visible. Every license plate shall be maintained free from foreign materials and in a condition to be clearly legible.

SECTION 102 : LICENSE PLATES ; GOVERNMENT OFFICIALS

In carrying out the issuance of license plates pursuant to the provisions of 9 CMC § 2, the Director DPS shall issue special licenses bearing the following designations to the following officials of the CNMI government for use on their privately-owned vehicles, or to those persons expressly authorized by the Director of Public Safety.

| <u>OFFICE</u>             | <u>PLATE DESIGNATION</u>  |
|---------------------------|---------------------------|
| Governor                  | Governor                  |
| Lieutenant Governor       | Lieutenant Governor       |
| Senate President          | Senate President          |
| Speaker                   | Speaker                   |
| Senators                  | Senator                   |
| House of Representatives  | House of Representatives  |
| Judges                    | Judge                     |
| Washington Representative | Washington Representative |
| Mayor                     | Mayor                     |

The foregoing licenses shall be issued to those entitled thereto upon their assumption of the office in question. Such licenses shall be surrendered to the BMV upon their removal from said office for any cause. Nothing herein contained shall be construed as authorizing the waiver of the local registration and licensing requirements for such vehicles and their respective owners nor of preventing the issuance of special CNMI plates to the official government-owned vehicles assigned to any public officer.

SECTION 103 : PERSONALIZED LICENSE PLATES

- A. Application. Any person who is the registered owner or lessee of a passenger vehicle, commercial vehicle or trailer registered with the DPS BMV or who makes application for an original registration or renewal registration of any such vehicle may, upon payment of the fee prescribed in 9 CMC, §2104 apply to the DPS BMV for personalized license plates in the manner prescribed in § 2101 which plates shall be affixed to the passenger vehicle, commercial vehicle or trailer for which registration is sought in lieu of the regular license plates.
- B. Color and Design. The personalized license plates shall be the same color and design as regular passenger vehicle, commercial vehicle or trailer license plates, and shall consist of numbers or letters, or any combination thereof not exceeding seven (7) positions provided that there are no conflicts with existing passenger, commercial, trailer, motorcycle or with the provisions of this chapter.
- C. Personalized License Plates: Defined. "Personalized license plates", as used in the Section means license plates that have displayed upon them the registration number assigned to the passenger vehicle, commercial vehicle or trailer for which such registration number was issued in a combination of letters and/or numbers, as applied for by the owner or lessee of the vehicle.
- D. Issuance. Personalized license plates shall be issued only to the registered owner or lessee of the vehicle on which they are to be displayed.
- E. Form and Date of Application: Letters and Numbers. An applicant for issuance of personalized license plates or renewal of such plates in the subsequent year pursuant to this Section shall file an application therefore in such form and by such date as the DPS BMV may require indicating thereon the combination of letters and/or numbers requested as a registration number. There shall be no duplication of registration numbers, nor of personalized license plates.
- F. Transfer Fee. Whenever any person who has been issued personalized license plates applies to the DPS BMV for transfer of such plates to another passenger vehicle, commercial vehicle or trailer, a transfer fee of Twenty-five Dollars (\$25.00) shall be imposed in addition to all other appropriate fees.

- G. Transfer or Surrender of Plates. When any person who has been issued personalized license plates sells, trades or otherwise releases ownership of the vehicle upon which the personalized license plates have been displayed, he shall immediately report the transfer of such plates to an acquired passenger vehicle, commercial vehicle or trailer pursuant to 9CMC § 2103 or he shall surrender such plates to the DPS BMV forthwith.
- H. License Plates: Devices in Lieu of. The DPS Chief of BMV may issue one (1) or more stickers or other suitable devices in lieu of the license plates provided under this Regulation.

SECTION 104 : DEALER(S)

- A. A dealer or distributor owning any vehicle of a type otherwise required to be registered under 9 CMC § 2 may operate or move such vehicle upon the highways solely for the purpose of testing, demonstrating, repairing, delivering, servicing, storing or selling such vehicle without registering it upon conditions that there be displayed on the vehicle a special plate or plates issued to such owner.
- B. A dealer or distributor applying for a special dealer plate or plates shall make written application to the Department of Public Safety setting forth such information, and accompanied by such proof of his status as a bona fide dealer or distributor as may reasonably be required by the Department.
- C. Upon granting any application, the Department shall issue to the applicant a certificate listing the dealer plate or plates assigned to the applicant. Dealer plate or plates shall be numbered in a separate numerical series and bear a suitable mark or symbol. Such plate or plates shall be used only for the purpose described herein.
- D. Every license plate shall remain attached during the period of its validity to the vehicle for which it is issued except as otherwise permitted by law with reference to special plates issued to a dealer or distributor, and except plates issued for vehicles which are exempt from payment or registration fees, or plates which bear other distinguishing marks or symbols when such vehicles are no longer entitled to plates bearing distinguishing marks or symbols. This Subsection shall not apply to plates which the Department has ordered to be surrendered or transferred to another vehicle or removed.

- E. The Director of Public Safety shall take possession of any vehicle which has a license plate or special plate attached thereto, which license plate or special plate was not issued for such vehicle. Such license plate or special, unless shown to have been stolen, shall be revoked by the Director of Public Safety. The vehicle shall be returned to its owner after the payment of all fees and penalties provided for by this 9 CMC § 2 and payment has been received by the Director of Public Safety for any and all costs incurred for the taking into possession and storage of the vehicle.

SECTION 105 : FEES

- A. Payments for registration fees and license plates may be made by the applicant's personal or company check or U. S. Postal Service Money Order or cash which shall be made payable to the CNMI Treasurer and may be mailed to the Department of Finance, CNMI Treasurer.
- B. Fees. Registration fees shall be paid to the Director of Finance, through the Division of Revenue and Taxation, corresponding to the itemized fee schedule pursuant to 9 CMC § 2104.
- C. Additional fee schedule. The following specialized registration and license plate charges shall apply as expressly authorized by the Director of Public Safety. These charges are in addition to fees provided for under 9 CMC § 2104.

|                            |          |
|----------------------------|----------|
| Personalized               | \$ 75.00 |
| Sample (Collector's Plate) | \$ 75.00 |

- D. All motor vehicles used for commercial purposes shall pay a fee (s) in addition to those provided for in 9 CMC § 2104 as follows:

|                       |          |
|-----------------------|----------|
| Taxi                  | \$ 25.00 |
| Dealer                | \$200.00 |
| Trailers and Low Boys | \$ 25.00 |
| Trucks                | \$100.00 |
| Buses                 | \$ 25.00 |

"Commercial motor vehicle shall be defined as those vehicles operated primarily for business and/or industry as contrasted with a personal, pleasure or family vehicle.

- E. All new registrations or renewals issued under 9 CMC § 2101 shall expire one (1) year from the original date of registration at midnight. Upon application to the DPS BMV and payment of the fee(s) provided for in 9 CMC and these regulations, the person to whom any such plate was issued may obtain a new plate or device, as specified by the Director of Public Safety, indicating registration for the coming year.
  
- F. Transfers by operation of law. Whenever the title or interest of an owner in or to a registered vehicle shall pass to another otherwise than by voluntary transfer, the registration shall expire and the vehicle shall not be operated upon the highways unless an until the person entitled to possession of such vehicle shall apply for and obtain the registration thereof.
  
- G. Certificate of loss, etc. Whenever application is made to the DPS BMV for a transfer or registration of a vehicle to a new owner or legal owner and the applicant is unable to present the certificate of ownership or registration card issued for such a vehicle by reason of the same being lost or otherwise not available, the Department may receive such application and investigate the circumstances of the case and may require the filing of affidavits or other information, and when the Department is satisfied that the applicant is entitled to a transfer of registration, the Department may transfer the registration of such vehicle, or re-register such vehicle under a new registration number, and issue a new certificate of ownership and registration card to the person or persons found to be entitled thereto.
  
- H. Penalty. A penalty fee will be charged for those motor vehicles operating on the highway(s) whose registration has expired in excess of ten (10) working days. The penalty fee for expired registrations will be \$50.00.

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[S-04/19]

[S-03/18]



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PUBLIC NOTICE

A.G. OPINIONS PUBLISHED

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| <u>Number</u> | <u>Date</u> | <u>Subject</u>                                         |
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Date: 8/5/88

  
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Attorney General