COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

CONTRACT FOR CONSULTANT

# PARTIES

This contract is between the [DEPARTMENT NAME], a department of the Commonwealth of the Northern Mariana Islands and referred to herein as “the Commonwealth,” and [CONSULTANT NAME]. [CONSULTANT NAME] is referred to in this contract as the “Consultant.”

Consultant is a [PERSON, CORPORATION, NON PROFIT CORPORATION, UNIVERSITY, GOVERNMENT AGENCY, ETC].

[HEAD OF AGENCY NAME] is the Expenditure Authority for [NAME OF AGENCY]. Any reference to the expenditure authority in this contract is a reference to [HEAD OF AGENCY NAME]. The Expenditure Authority may take any action on behalf of the Commonwealth provided for by this contract or by law.

# NOTICE

All notices required by this contract shall be in written form and shall be delivered to the following addresses:

Attn: [NAME OF YOUR DEPARTMENT’S PROCUREMENT OFFICER]

[MAILING ADDRESS]

Division of Procurement Services

Department of Finance

P.O. Box 10007

Saipan, MP 96950

[CONSULTANT NAME]

[CONSULTANT MAILING ADDRESS]

# COMMUNICATION

The Consultant shall maintain communications with [NAME OF AGENCY] at all stages of the Consultant’s work. The Consultant will submit any questions it may have to the [NAME OF AGENCY] regarding the performance of the contract.

# CONSULTING SERVICES

## Retainer

Subject to the terms and conditions of this Contract, the Commonwealth hereby retains Consultant as a consultant and technical advisor to perform the consulting services specifically set out in Exhibit B attached to this Contract and made a part hereof (hereafter referred to as the “Services”), as said Exhibit may be amended in writing from time to time, and Consultant agrees, subject to the terms and conditions of this Contract, render such Services during the term of this Contract. Such services shall be limited to the area of expertise described in Exhibit B. Consultant shall render services hereunder at such times and places as shall be mutually agreed by the Commonwealth and Consultant. Consultant’s commitment hereunder shall not exceed \_\_\_\_\_\_days per \_\_\_\_\_\_.

## Periodic Review

It is understood that the purpose of the consulting is to provide periodic review and advice relevant to certain Commonwealth matters, and that neither Consultant nor the Commonwealth will benefit if Consultant provides inaccurate advice or commentary based on insufficient information. To that end, the Commonwealth shall provide Consultant, in advance of meetings, with accurate, unbiased and sufficient information for him or her to review the subject matter thereof, and shall promptly provide further information that Consultant reasonably deems relevant to forming any pertinent conclusions relevant to the matter for discussion. It is expressly understood that Consultant’s role is to provide independent advice uninfluenced by commercial concerns; and that service as a Consultant does not require him to be an advocate for the Commonwealth or its products in any forum, public or private. The Commonwealth expressly agrees that under no circumstances will this role be inaccurately represented.

# CONSULTANT TO PROVIDE EQUIPMENT

Except as otherwise provided by this contract, the Consultant will provide all equipment and personnel necessary to complete this contract.

# CONTRACT DOCUMENTS

The following instruments shown in the table below, constitute the contract documents (‘Contract Documents”) and are incorporated as part of the Contract thereof. If any of the attached documents conflict with this contract, then the language of this contract will control.

|  |  |
| --- | --- |
| **EXHIBIT** | **NAME OF DOCUMENT** |
| A | Standard Terms and Conditions |
| B | [INSERT TITLE OF DOCUMENT DESCRIBING EXPERTISE AND SCOPE OF WORK] |
|  |  |
|  |  |

# CONSIDERATION AND SCOPE OF WORK

Consultant agrees to perform the services described in this contract and the documents attached and incorporated into this contract. The Commonwealth agrees to pay [INSERT TOTAL AMOUNT TO BE PAID FOR THE ENTIRE CONTRACT] in exchange for the services described in this contract.

Consultant agrees to provide its services, at all times, in strict accordance with currently approved and accepted methods and practices in his or her profession. Consultant further agrees to provide services in a professional, timely and competent manner, and to comply with all Commonwealth and Federal laws. Consultant and the Commonwealth will agree in advance upon a mutually acceptable schedule for Consultant’s services to the Commonwealth.

In addition, the Commonwealth shall reimburse Consultant for approved travel and other expenses Consultant incurs in connection with performing the Services. Travel and other expenses will not be considered approved unless specifically agreed to in writing by the Expenditure Authority. Under no circumstances will total travel and other expenses exceed $\_\_\_\_\_\_ in cost.

# LICENSURE AND INSURANCE

As a condition of this Contract, the Consultant shall maintain all required licenses and certifications and shall at all times during the term of this Contract, meet all requirements of the Commonwealth of the Northern Mariana Islands or other regulatory entity for such licensing, certification or credentialing.

# CONFIDENTIALITY

To perform his or her duties, the Consultant will be given access to information that is confidential. The Consultant will not divulge or discuss, with a third party, any information acquired or received from the Commonwealth in connection with this contract. Any reports, recommendations, or advice given by the Consultant to the Commonwealth will be the property of the Commonwealth and may not be released by the Consultant to a third party. This confidentiality provision is a material term of this Contract and its violation shall constitute a breach of this Contract.

It will not be a breach of this Contract for Consultant to release information to a third party when required to do so by law.

# DURATION OF CONTRACT

The Consultant will begin its performance on [ENTER DATE THAT THE CONSULTANT BEGINS WORKING] or upon receipt of a Notice to Proceed by the Commonwealth.

This contract will remain in effect until [NORMALLY: (1) one year after this contract becomes effective.]

# CONTRACT EXTENSION

The Commonwealth may extend the term of this contract by written notice to the Consultant 30 days before the contract expires. This extension provision may be exercised more than once, but the total extension of performance may not exceed six months. If the Commonwealth exercises its option to extend this contract, then the contract will continue without any change in the terms and conditions of this contract.

# DELIVERY AND PAYMENT

### The Consultant agrees to begin, and to continue for as long as this contract provides, to perform the services on the island of [STATE THE ISLAND OF DELIVERY]. The Consultant will invoice the Commonwealth and will be paid according to the following schedule:

|  |  |  |
| --- | --- | --- |
| **DATE THE COMMONWEALTH RECEIVES INVOICE** | **INVOICE AMOUNT** | **PAYMENT DUE DATE** |
| [Example: 1/1/16] | [Example: $500] | [Example: 4/1/16] |
| [Example: 2/1/16] | [Example: $500] | [Example: 5/1/16] |
|  |  |  |
|  |  |  |
|  |  |  |

### If the notice to proceed is issued after a date identified in the above-schedule, then the Consultant will invoice the Commonwealth on the next date identified in the above‑schedule. Thereafter, invoices will be issued in accordance with the above-schedule and will continue to be issued until the contract is completed.

### Payment by the Commonwealth shall be made only upon Consultant’s submission of evidence to the Expenditure Authority that the Consultant has delivered the services and has adhered to all contract terms and specifications.

If the Consultant fails to invoice the Commonwealth according to the above schedule, then the Commonwealth, at its sole discretion, may refuse to pay the untimely invoice. If the Commonwealth exercises its right to refuse payment under this subsection, neither party will be relieved of its obligation to perform under this contract.

# INDEPENDENT CONTRACTOR

The parties agree that this Contract creates an independent contractor relationship, not an employment relationship. The Consultant acknowledges and agrees that the Commonwealth will not provide the Consultant with any employee benefits, including without limitation any employee stock purchase plan, social security, unemployment, medical, or pension payments, and that income tax withholding is Consultant’s responsibility. In addition, the parties acknowledge that neither party has, or shall be deemed to have, the authority to bind the other party.

# INCORPORATED BY REFERENCE BUT NOT ATTACHED

This contract incorporates the following documents and laws that are not attached to this contract:

### All Commonwealth laws, regulations, or rules applicable to the purchase of motor vehicle(s) in the Commonwealth; and

### All applicable federal laws and regulations.

# SIGNATURE REQUIREMENTS

No Contract can be formed prior to the approval of all required signatories, as evidenced by the signature affixed below of each of them, made in the order listed. The Contract shall become effective when the Director of Procurement Services certifies its completion and a notice to proceed is issued by the Commonwealth.

# SIGNATURES

### Expenditure Authority

I declare that I have complied with the Commonwealth procurement regulations; that this contract is for a public purpose; and that the contract does not waste or abuse public funds. I declare that I, personally, have the authority to obligate the expenditure of funds for this contract. I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed this day on Saipan.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[EXPENDITURE AUTHORITY NAME] Date:

Expenditure Authority

### Procurement Services

I hereby certify that to the best of my information and belief this contract is in compliance with the CNMI Procurement Regulations, is for a public purpose, the Consultant is a responsible Consultant, and the contract does not waste or abuse public funds.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Brien S. Nicholas Jr. Date

Acting Director of Procurement Services

### Secretary of Finance

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

Account: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tracy B. Norita Date

Secretary of the Department of Finance

### Attorney General

I hereby certify that this contract has been numbered, review and approved as to form and legal capacity.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Edward Manibusan Date

Attorney General

### Governor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Arnold I. Palacios Date

Governor

### Consultant – [NAME OF CONSULTANT]:

On behalf of the Consultant, I represent that I am authorized to bind the Consultant to the terms of this Contract, and by my signature I do hereby accept and bind the Consultant to the terms of this Contract. I further represent for the Consultant that no person associated with the Consultant has retained any person in violation of the Commonwealth Procurement Regulations.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINTED NAME OF SIGNING AUTHORITY TITLE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[INSERT NAME OF SIGNING AUTHORITY] Date

On behalf of [NAME OF CONSULTANT]

### CERTIFICATION OF CONTRACT COMPLETION

I hereby certify that this contract bears all signatures and is therefore complete.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Brien S. Nicholas Jr. Date

Acting Director of Procurement Services

# END OF CONTRACT DOCUMENT

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Procurement Information

(For government purposes only)

Method of Procurement (Check one only)

Competitive Sealed Bids

Competitive Sealed Proposal

Small Purchase

Sole Source

Emergency

Expedited

Type of Procurement (Check one only)

Initial procurement

Subsequent procurement –

Following Bid Protest

Government’s Option

Replacement for Defaulted Consultant

Government contract numbers of all related contracts with the Vendor:

Insert Contract Numbers, or NONE

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**