COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

CONTRACT FOR PURCHASE OF GOODS

# 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 [CONTRACTOR NAME]. [CONTRACTOR NAME] is referred to in this contract as the “Contractor.”

Contractor is a [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 and communications 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

[CONTRACTOR NAME]

[CONTRACTOR MAILING ADDRESS]

# COMMUNICATION

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

# GENERAL PURPOSE

The purpose of this contract is for the Commonwealth to procure from the Contractor the goods described in this contract and in the attached exhibits and to enjoy any warranty or other services provided for by this contract. The goods being procured are described as follows:

[DESCRIBE THE GOODS BEING PURCHASED IN DETAIL. FOR EXAMPLE: (12) Sets of police officer uniforms made of 70% Cotton and 30% Kryptonite with a flame resistant coating and anti-fade properties.]

The goods being purchased by this contract are further described in [EXHIBIT X]. If the description of the goods in [EXHIBIT X] conflict with the description of the goods in this contract, then the description in this contract will control.

# CONTRACTOR TO PROVIDE EQUIPMENT

The Contractor will provide all equipment and personnel necessary to complete this contract.

# WARRANTY

[Choose one: The goods being purchased by this contract are covered by a warranty, in addition to the warranties provided by law, which is described as follows: [describe the warranty in detail and reference any warranty documents attached to this contract] OR [The goods purchased by this contract are subject the warranties provided for by law.]

# 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 |
|  |  |
|  |  |
|  |  |

# CONSIDERATION AND SCOPE OF WORK

Contractor agrees to deliver the goods and all other services described in this contract and the documents attached and incorporated into this contract. The Commonwealth agrees to pay [INSERT AMOUNT TO BE PAID] to purchase the goods, and services, if any. In addition, the consideration for this agreement is in the mutual covenants and stipulations hereby agreed to by the parties and set out in the following paragraphs.

# DELIVERY AND PAYMENT

### The Contractor agrees to deliver the goods to the Commonwealth on the island of [STATE THE ISLAND OF DELIVERY] within **[**NUMBER OF DAYS] days of the effective date of this contract. Within fourteen days of delivering the goods, the Contractor will invoice the Commonwealth. The Commonwealth will pay the purchase price to the Contractor within thirty days of receiving the invoice.

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

# 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 goods in the Commonwealth; and

### All applicable federal laws and regulations.

# CONTRACT EXTENSION

[IF YOU DO NOT WANT AN EXTENSION OPTION, THEN DELETE THIS SECTION. REMEMBER, CHANGE ORDERS ARE NOT APPROPRIATE FOR EXTENSION UNDER MOST CIRCUMSTANCES, SO KEEP THIS SECTION IF THERE IS ANY CHANCE THAT YOU WILL WANT AN EXTENSION. ALSO, EXTENSION PROVISIONS ARE NOT NORMALLY GOING TO BE NEEDEDIF YOU ARE MAKING A SINGLE PURCHASE. YOU WOULD ONLY USE THIS IF YOU WERE MAKING A REPEATING PURCHASE] [USE THIS IF YOU WANT AN EXTENSION OPTION: The Commonwealth may extend the term of this contract by written notice to the Contractor 30 days before the contract expires. This extension provision may be exercised more than once, but the total extension of performance will not exceed [INSERT MONTHS OR YEARS YOU MAY EXTEND THIS CONTRACT]. 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.]

# 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 the completion of the contract and a notice to proceed is issued by the Commonwealth.

# ADJUSTMENTS OF TIME FOR PERFORMANCE

The Expenditure Authority may grant the Contractor up to thirty additional days to complete the delivery of the goods. A grant of additional time will only be effective if it is placed in writing and signed by the Expenditure Authority.

The Contractor may grant the Commonwealth up to thirty additional days to complete the payment for the goods. A grant of additional time will only be effective if it is placed in writing and signed by an agent of the Contractor.

# 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 contractor is a responsible contractor, and the contract does not waste or abuse public funds.

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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.

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Edward Manibusan Date

Attorney General

### Governor

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Arnold I. Palacios Date

Governor

### Contractor – [NAME OF CONTRACTOR]:

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

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

PRINTED NAME OF SIGNING AUTHORITY TITLE

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

SIGNATURE OF SIGNING AUTHORITY Date

### CERTIFICATION OF CONTRACT COMPLETION

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

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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 Contractor

Government contract numbers of all related contracts with the Vendor:

Insert Contract Numbers, or NONE

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