COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

CONTRACT FOR PURCHASE OF SERVICES

# 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 services described in this contract and in the attached exhibits and to enjoy any warranty or other goods provided for by this contract. The services being procured are described as follows:

[DESCRIBE THE SERVICES BEING PURCHASED IN DETAIL. FOR EXAMPLE: The Contractor will provide lawn mowing services for the Department of Public Lands. The area of lawn to be mowed is approximately 2 acres and is located at the 2112 Beach Road. The contractor will mow the lawn on Mondays and Thursdays between the hours of either 6AM-8AM or 5PM to 7PM.]

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

The services will be provided on the island of \_\_\_\_\_\_\_\_ at [ENTER ADDRESS OR APPROXIMATE LOCATION].

The services will be performed [DURING NORMAL WORK DAYS AND HOURS OR SPECIFY THE TIME YOU WANT THE SERVICES PERFORMED].

# CONTRACTOR TO PROVIDE EQUIPMENT

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

# WARRANTY

[Choose one: The services 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 services 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 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, and goods 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.

# DURATION OF CONTRACT

The Contractor will begin its performance on [ENTER DATE THAT THE CONTRACTOR 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

[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.]. [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 may not exceed [ENTER TOTAL POSSIBLE NUMBER OF YEARS OR MONTHS THAT YOU MAY WANT TO EXTEND THE 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.]

# DELIVERY AND PAYMENT

### [YOUR CONTRACT MAY REQUIRE A DIFFERENT PAYMENT SCHEDULE. IF YOU AMEND THIS PAYMENT SCHEDULE, THEN MAKE SURE THAT YOU CLEARLY DESCRIBE WHEN AND HOW OFTEN THE COMMONWEALTH MUST PAY FOR THE SERVICES BEING RENDERED]. The Contractor 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 Contractor 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 Contractor 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 Contractor’s submission of evidence to the Expenditure Authority that the Contractor has delivered the services and has adhered to all contract terms and specifications.

### If the Contractor 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.

# 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 upon certification of contract completion by the Director of Procurement Services.

# ADJUSTMENTS OF TIME FOR PERFORMANCE

The Expenditure Authority may grant the Contractor up to thirty additional days to complete the delivery of the services required by this contract. 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 additional time, as necessary, to complete the payment for the services. 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 in the Commonwealth of the Northern Mariana Islands.

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

[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.

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

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

### 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.

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

Brien S. Nicholas Jr. Date

Acting Director of Procurement Services

# END OF CONTRACT DOCUMENT

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

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

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