COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

CONTRACT FOR PURCHASE OF MOTOR VEHICLE

# 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 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 general purpose of this contract is to procure for the Commonwealth the motor vehicle(s) described in this contract and in the attached exhibits and to enjoy the warranty or other services provided for by this contract.

The motor vehicle(s) being procured by the Commonwealth are described as follows:

[ENTER A DETAILED DESCRIPTION OF THE MOTOR VEHICLE].

# CONTRACTOR TO PROVIDE EQUIPMENT

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

# WARRANTY

The motor vehicle(s) are covered by a warranty, which is summarized as follows:

[DESCRIBE THE WARRANTY IN AS MUCH DETAIL AS POSSIBLE. IT IS NOT ACCEPTABLE TO STATE THAT THE WARRANTY WILL BE DESCRIBED WHEN THE VEHICLE IS PURCHASED.]

# 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 motor vehicle(s) and all other services described in this contract and the documents attached and incorporated into this contract. The Commonwealth agrees to pay the following to purchase the motor vehicle(s) and services, if any:

|  |  |
| --- | --- |
| **PAYMENT** | **VEHICLE** |
| [insert payment amount] | [DESCRIBE VEHICLE] [ADD ADDITIONAL ROWS TO THIS TABLE IF YOU ARE PURCHASING MULTIPLE VEHICLES. DESCRIBE EACH VEHICLE AND PAYMENT AMOUNT SEPARATELY]. |

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 motor vehicle(s) 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 motor vehicle(s), 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 motor vehicle(s) 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 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 the completion of this contract and the Commonwealth issues a notice to proceed.

# ADJUSTMENTS OF TIME FOR PERFORMANCE

The Expenditure Authority may grant the Contractor up to thirty additional days to complete the delivery of the motor vehicle(s). 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.

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

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

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

[INSERT NAME OF SIGNING AUTHORITY] Date

On behalf of [NAME OF CONTRACTOR]

### 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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