



Third Northern Mariana Islands Constitutional Convention Pre-Convention Committee

Second Floor, Joeten Dandan Center
Caller Box 10007, Saipan, MP 96950
Tel. No.: (670) 235-0843 • Fax No.: (670) 235-0842

MEMORANDUM

DATE: May 4, 1995 - 1:09 PM

TO : Secretary of Finance
FROM : Chair, Pre-Convention Committee
SUBJECT : Request for Payment
RE : Document Control No. PCC95-1584-09

Kindly issue payment made payable to **Alicia G. Guerrero** in the amount of **\$1,666.67** charged against Office of the Governor Account Number **1594-6211** for the following invoice(s):

VENDOR	INVOICE(S)	AMOUNT	OBJECT CLASS
Alicia G. Guerrero P. O. Box 2437 Saipan, MP 96950	Contract No. PCC-95001-01 5/4/95	\$1,666.67	6219
TOTAL		\$1,666.67	

Justification: Second installment payment pursuant to Pre-Convention Committee Contract No. PCC-95001-01.

Thank you for your prompt attention to this matter.


HERMAN T. GUERRERO

Attachment(s)

ALICIA G. GUERRERO
P. O. Box 2437
Saipan, MP 96950

Statement

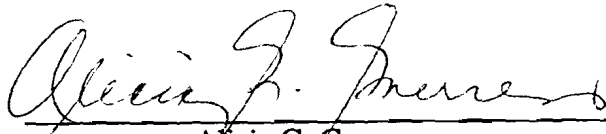
Second Installment Payment Pursuant to Pre-Convention
Committee Contract No. PCC-95001-01

\$ 1,666.67

Thank you.

5/2/95

Date


Alicia G. Guerrero

INDEPENDENT CONTRACTOR

CONTRACT NO. PCC-95001-01

This agreement for services by an independent contractor is entered into between the **Pre-Convention Committee**, herein referred to as the "**Committee**", and **Alicia G. Guerrero**, address P. O. Box 2437, Saipan, MP 96950, herein referred to as the "**Contractor**".

This Agreement is effective on April 24, 1995 and shall continue until June 5, 1995.

The Committee agrees to pay the Contractor:

TOTAL FEES & PAYMENT: The Committee and Contractor agree for a fee of Five Thousand One Hundred Ninety Two Dollars and Thirty-Three Cents (\$5,192.33), payable in three installments not to exceed :

1. \$1,762.83 upon signing of this Contract.
2. \$1,666.67.00 on May 15, 1995
3. \$1,762.83 on June 5, 1995

The Committee requires completion of the following scope of work which the Contractor understands and represents that it has the necessary expertise, training, knowledge, materials, manpower, and time to perform for the fee stated.

SCOPE OF WORK: The Contractor is retained to provide secretarial and administrative services and for other purposes. The Contractor may be assigned other duties and responsibilities as determined by the Chairman.

CONTRACT DELIVERABLES: The Contractor will deliver to the Contracting Officer, or to persons designated by the Contracting Officer, such reports as may be required by the Contracting Officer, or by the persons designated by the Contracting Officer. The Contractor will also provide contact as required by the Contracting Officer or by the persons designated by the Contracting Officer.

SCHEDULE: The Contractor will exert its best efforts to maintain whatever schedule is required by the Contracting Officer or by the persons designated by the Contracting Officer.

PROVIDED BY CONTRACTOR: Secretarial and administrative services. The Contractor will perform other duties and responsibilities as assigned and determined by the Contracting Officer or by the persons designated by the Contracting Officer.

PROVIDED BY COMMITTEE: The Committee will reimburse the Contractor for reasonable and necessary expenses as authorized by the Contracting Officer. The Contractor shall be reimbursed for travel expenses reasonably necessary to the performance of this contract. All travel shall only be undertaken with the approval of the Contracting Officer.

Committee staff coordination as assigned by the Contracting Officer.

NOTE: All terms and conditions of the contract are herein set out and no other conditions, promises or representations have been made.

The Contractor agrees to complete the project according to the description above to the satisfaction of the Contracting Officer, **HERMAN T. GUERRERO, CHAIRMAN OF PRE-CONVENTION COMMITTEE**, as certified before payment by the Contracting Officer.

PROCUREMENT INFORMATION

For Government Use Only:

1. Check method of source selection:

- Small Purchase
- Sole Source
- Emergency
- Professional Services

2. List Government contract numbers of all related contracts with same advisor: None

SIGNATURES
(To be signed in order listed)

1. **OFFICIAL WITH EXPENDITURE AUTHORITY:**

DECLARATION

I declare that I have complied with the procurement regulations in the procurement of this Agreement, that this Agreement is for a public purpose, and that the Agreement does not waste or abuse public funds. I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on _____ at Saipan, Commonwealth of the Northern Mariana Islands.

Herman T. Guerrero

HERMAN T. GUERRERO
CHAIRMAN, PRE-CONVENTION COMMITTEE

2. **CONTRACTING OFFICER:**

DATE: 4/21/95

Herman T. Guerrero

HERMAN T. GUERRERO
(Contracting Officer)

3. **CONTRACTOR:**

DATE: 4/21/95

Alvin J. Guerrero
CONTRACTOR

4. ATTORNEY GENERAL:

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

DATE: 4/21/95 _____
Henry Wigglesworth
FOR RICHARD WEIL
ATTORNEY GENERAL

5. DEPARTMENT OF FINANCE:

I hereby certify that there are sufficient funds available in Account No. 1594-6219 for the execution of this Agreement.

DATE: 4/26/95 _____
Maria D. Cabrera
MARIA D. CABRERA
SECRETARY OF FINANCE

Documentation. The Contractor agrees to provide the Committee if it requests with reasonable documentation for all hourly charges and all out-of-pocket expenses for which reimbursement is sought.



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SOLE SOURCE JUSTIFICATION - INDEPENDENT CONTRACTOR

I have determined that there is a compelling necessity to enter into an independent services contract (attached) with Alicia G. Guerrero. The principal who will provide services is Mrs. Guerrero. The total contract price is \$5,192.33 for period April 24, 1995 until June 5, 1995. The Pre-Convention Committee is in need of a secretarial and administrative services to assist the Committee in setting up the office, organizing the filing system, provide secretarial and administrative services and for other purposes. Mrs. Guerrero served as the Administrative Officer, Secretary, Convention Journal and Convention Clerk during the Second Northern Marianas Constitutional Convention in 1995. Because of her background and experience, Mrs. Guerrero is uniquely and solely qualified to provide the needed services.

Even though some government offices are providing staff to the Pre-Convention Committee, these staff are mostly clerical and messenger. The professional needs of the Pre-Convention is extremely important and necessary in order to carry out its mandates under Public Law 9-18. The Pre-Convention Committee will cease to exist on June 5, 1995 upon the convening of the Convention. It is therefore imperative that the Committee retains services that are not available through the government.

Further, I certify that consideration was given to alternative sources for meeting the anticipated needs of my office but none are available.

Herman T. Guerrero

HERMAN T. GUERRERO
Chairman, Pre-Convention Committee

4/21/95

DATE

Attachment