



Third Northern Mariana Islands Constitutional Convention

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

JUL. 13 1995

Mr. Antonio B. Cabrera
Acting Secretary of Finance
Department of Finance
Commonwealth of the Northern
Mariana Islands
Saipan, MP 96950

Dear Mr. Secretary:

It has come to my attention that Gregorio C. Sablan has been paid the second installment of \$2,916.66 under Contract No. PCC-C9006-01 which was due on June 15, 1995.

I wish to point out that I have not authorized such payment. The only payment that I have authorized is for the first installment under Request for Payment Document Control No. CC95-1584-22. A copy is enclosed for your information. Under Public Law 9-18, the President of the Convention is the only official authorized to expend funds. Before a contractor is paid, I must authorize such payment. This is to ensure that the services required under the Contract are actually performed.

I want to know if the second installment payment has been made. If yes, who authorize such payment within your department? Such a disbursement would be in violation of Public Law 9-18. This is also to inform you that I have canceled the contract for Mr. Sablan as reflected in the enclosed letter.

Your prompt attention to this matter would be greatly appreciated.

Sincerely,


HERMAN T. GUERRERO
President

Enclosures

cc: Mr. Gregorio C. Sablan



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Tel. No.: (670) 235-0843 • Fax No.: (670) 235-0842

MEMORANDUM

DATE: June 16, 1995 - 08:57 AM

TO : Secretary of Finance
FROM : President, Third NMI Constitutional Convention
SUBJECT : Request for Payment
RE : Document Control No. CC-95-1584-22

Kindly issue payment made payable to Gregorio C. Sablan in the amount of \$ 2,916.67 charged against Office of the Governor Account Number 1594-6219 for the following invoice(s):

VENDOR	INVOICE(S)	AMOUNT	OBJECT CLASS
Gregorio C. Sablan P. O. Box 401 Saipan, MP 96950	Contract No. PCC-95006-01	\$2,916.67	6219
TOTAL		\$ 2,916.67	

Justification: First installment payment pursuant to Third Northern Marianas Constitutional Convention Contract No. PCC-95006-01.

Thank you for your prompt attention to this matter.


HERMAN T. GUERRERO

Attachment(s)

GREGORIO C. SABLAN
P. O. BOX 401
SAIPAN MP 96950

June 15, 1995

Mr. Herman T. Guerrero
President
THIRD CONSTITUTIONAL CONVENTION
Saipan MP 96950


Re: Invoice

Dear President Guerrero:

This is to submit invoice and request that payment of \$2,916.64 be issued to me pursuant to the terms of Contract No. PC-C95006-01.

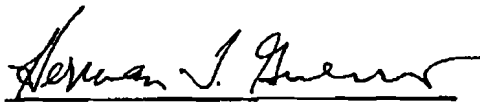
Your approval of this invoice will be appreciated.

Sincerely,



GREGORIO C. SABLAN

Approved:



Herman T. Guerrero
President

INDEPENDENT CONTRACTOR

CONTRACT NO. PCC-C95006-01

This agreement for services by an independent contractor is entered into between the Pre-Convention Committee, herein referred to as the "Committee", and Gregorio C. Sablan, address P. O. Box 401, Saipan, MP 96952, herein referred to as the "Contractor".

This Agreement is effective on June 1, 1995 and shall continue until August 5, 1995.

The Committee agrees to pay the Contractor:

TOTAL FEES & PAYMENT: The Committee and Contractor agree for a fee of Twelve Thousand Six Hundred Thirty-Eight Dollars and Eighty-Eight Cents (\$12,638.88), payable in three installments not to exceed :

1. \$2,916.67 upon signing of this Contract.
2. \$2,916.66 on June 15, 1995
3. \$2,916.67 on July 1, 1995
4. \$2,916.66 on July 15, 1995
5. \$ 972.22 on August 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 the primary administrative services and support and for other purposes to the Pre-Convention Committee. 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: General administrative services and support to the Constitutional Convention. 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
CHAIRMAN, PRE-CONVENTION COMMITTEE

2. **CONTRACTING OFFICER:**

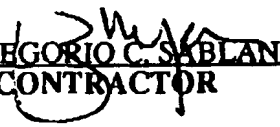


HERMAN T. GUERRERO
(Contracting Officer)

DATE: JUN. 01 1995

3. **CONTRACTOR:**

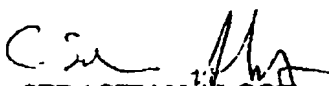
DATE: 6/1/95


GREGORIO C. SABLAN
CONTRACTOR

4. **ATTORNEY GENERAL:**

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


DATE: 6/1/95


SEBASTIAN ALOOR
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: 6/1/95

 ^{for 06/01/95}
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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JUL. 13 1995

Mr. Gregorio C. Sablan
P. O. Box 401
Saipan, MP 96950


Dear Mr. Sablan:

Effective immediately, I am hereby terminating Contract No. PCC-C95006-01 pursuant to which you were obligated to provide consulting services to the Pre-Convention Committee and such other administrative services as requested. The grounds are as follows:

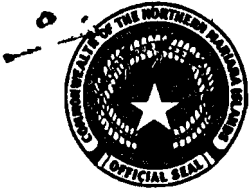
1. You have not performed, or sought to perform, any administrative or support services to the Convention since a week after the Convention began on June 5, 1995. Non performance of services is cause for termination.
2. Because of your inability or unwillingness to perform, the convention has been required to replace you with a suitable administrative assistant who is performing the duties described in the contract with you.
3. You have another contract with the Commonwealth Government which would prevent you from carrying out your duties and responsibilities under the terms and conditions of your contract with the Convention.

I am sorry that our relationship has to be terminated in this manner, but I am sure that you will agree that this is the best course to follow under the circumstances.

Sincerely,


HERMAN T. GUERRERO
President

cc: Acting Secretary of Finance



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Acting Secretary of Finance
Department of Finance
Commonwealth of the Northern
Mariana Islands
Saipan, MP 96950

Dear Mr. Secretary:


It has come to my attention that Gregorio C. Sablan has been paid the second installment of \$2,916.66 under Contract No. PCC-C9006-01 which was due on June 15, 1995.

I wish to point out that I have not authorized such payment. The only payment that I have authorized is for the first installment under Request for Payment Document Control No. CC95-1584-22. A copy is enclosed for your information. Under Public Law 9-18, the President of the Convention is the only official authorized to expend funds. Before a contractor is paid, I must authorize such payment. This is to ensure that the services required under the Contract are actually performed.

I want to know if the second installment payment has been made. If yes, who authorize such payment within your department? Such a disbursement would be in violation of Public Law 9-18. This is also to inform you that I have canceled the contract for Mr. Sablan as reflected in the enclosed letter.

Your prompt attention to this matter would be greatly appreciated.

Sincerely,


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President

Enclosures

cc: Mr. Gregorio C. Sablan



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DATE: June 16, 1995 - 08:57 AM

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FROM : President, Third NMI Constitutional Convention
SUBJECT : Request for Payment
RE : Document Control No. CC-95-1584-22

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<u>VENDOR</u>	<u>INVOICE(S)</u>	<u>AMOUNT</u>	<u>OBJECT CLASS</u>
Gregorio C. Sablan P. O. Box 401 Saipan, MP 96950	Contract No. PCC-95006-01	\$2,916.67	6219
TOTAL		\$2,916.67	

Justification: First installment payment pursuant to Third Northern Marianas Constitutional Convention Contract No. PCC-95006-01.

Thank you for your prompt attention to this matter.


HERMAN T. GUERRERO

Attachment(s)

GREGORIO C. SABLAN
P. O. BOX 401
SAIPAN MP 96950

June 15, 1995

Mr. Herman T. Guerrero
President
THIRD CONSTITUTIONAL CONVENTION
Saipan MP 96950

Re: Invoice

Dear President Guerrero:

This is to submit invoice and request that payment of \$2,916.64 be issued to me pursuant to the terms of Contract No. PC-C95006-01.

Your approval of this invoice will be appreciated.

Sincerely,



GREGORIO C. SABLAN

Approved:



Herman T. Guerrero
President

INDEPENDENT CONTRACTOR

CONTRACT NO. PCC-C95006-01

This agreement for services by an independent contractor is entered into between the **Pre-Convention Committee**, herein referred to as the "**Committee**", and **Gregorio C. Sablan**, address P. O. Box 401, Saipan, MP 96952, herein referred to as the "**Contractor**".

This Agreement is effective on June 1, 1995 and shall continue until August 5, 1995.

The Committee agrees to pay the Contractor:

TOTAL FEES & PAYMENT: The Committee and Contractor agree for a fee of Twelve Thousand Six Hundred Thirty-Eight Dollars and Eighty-Eight Cents (\$12,638.88), payable in three installments not to exceed :

1. \$2,916.67 upon signing of this Contract.
2. \$2,916.66 on June 15, 1995
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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 the primary administrative services and support and for other purposes to the Pre-Convention Committee. 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: General administrative services and support to the Constitutional Convention. 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

CHAIRMAN, PRE-CONVENTION COMMITTEE

2. **CONTRACTING OFFICER:**



HERMAN T. GUERRERO
(Contracting Officer)

DATE: JUN 01 1995

3. **CONTRACTOR:**

DATE: 6/1/95

GREGORIO C. SABLAN
CONTRACTOR

4. **ATTORNEY GENERAL:**

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

DATE: 6/1/95

SEBASTIAN ALOOT
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: 6/1/95

MARIA D. CABRERA
SECRETARY OF FINANCE

Documentation. The Contrator 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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JUL. 13 1995

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P. O. Box 401
Saipan, MP 96950


Dear Mr. Sablan:

Effective immediately, I am hereby terminating Contract No. PCC-C95006-01 pursuant to which you were obligated to provide consulting services to the Pre-Convention Committee and such other administrative services as requested. The grounds are as follows:

1. You have not performed, or sought to perform, any administrative or support services to the Convention since a week after the Convention began on June 5, 1995. Non performance of services is cause for termination.
2. Because of your inability or unwillingness to perform, the convention has been required to replace you with a suitable administrative assistant who is performing the duties described in the contract with you.
3. You have another contract with the Commonwealth Government which would prevent you from carrying out your duties and responsibilities under the terms and conditions of your contract with the Convention.

I am sorry that our relationship has to be terminated in this manner, but I am sure that you will agree that this is the best course to follow under the circumstances.

Sincerely,


HERMAN T. GUERRERO
President

cc: Acting Secretary of Finance



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I am sorry that our relationship has to be terminated in this manner, but I am sure that you will agree that this is the best course to follow under the circumstances.

Sincerely,

A handwritten signature in cursive script that reads "Herman Guerrero".

HERMAN T. GUERRERO
President

cc: Acting Secretary of Finance



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TOTAL		\$2,916.67	

Justification: First installment payment pursuant to Third Northern Marianas Constitutional Convention Contract No. PCC-95006-01.

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GREGORIO C. SABLAN
P. O. BOX 401
SAIPAN MP 96950

June 15, 1995

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President
THIRD CONSTITUTIONAL CONVENTION
Saipan MP 96950

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Herman T. Guerrero
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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
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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:**

Herman T. Guerrero

HERMAN T. GUERRERO
(Contracting Officer)

DATE: JUN 01 1995

3. CONTRACTOR:

DATE: 6/1/95

GREGORIO C. SABLAN
CONTRACTOR

4. ATTORNEY GENERAL:

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

DATE: 6/1/95

SEBASTIAN ALOO
ATTORNEY GENERAL

5. DEPARTMENT OF FINANCE:

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