

**INDEPENDENT CONTRACTOR**

C50337

CONTRACT NO. CC-95002-01

This agreement for services by an independent contractor is entered into between the **Third Northern Marianas Constitutional Convention**, herein referred to as the "**Convention**", and **Jose P. Cruz**, address P. O. Box 154, Tinian, MP 96952, herein referred to as the "**Contractor**".

This Agreement is effective on June 6, 1995 and shall continue until August 15, 1995. The Agreement may be renewed upon terms mutually acceptable to the parties until the end of the Post-Convention Committee. Renewal may be by addendum to this Agreement.

The Convention agrees to pay the Contractor:

**TOTAL FEES & PAYMENT:** The Convention and Contractor agree for a fee of Ten Thousand Two Hundred Fifty-Six Dollars and Fifty-Six Cents (\$10,256.56) or pro-rated amount per month, payable in five installments according to the schedule below:

1. \$1,923.20 upon signing of this Contract.
2. \$2,083.34 on July 01, 1995
3. \$2,083.34 on July 15, 1995
4. \$2,083.34 on August 01, 1995
5. \$2,083.34 on August 15, 1995

The Convention 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 administrative services and support to the Third Constitutional Convention and for other purposes to the Convention. The Contractor may be assigned other duties and responsibilities as determined by the President.

**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:** Administrative services and support. 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 CONVENTION:** The Convention 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.

Convention 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, PRESIDENT OF THIRD NORTHERN MARIANAS CONSTITUTIONAL CONVENTION**, 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  
PRESIDENT, THIRD NORTHERN MARIANAS  
CONSTITUTIONAL CONVENTION**

2. **CONTRACTING OFFICER:**

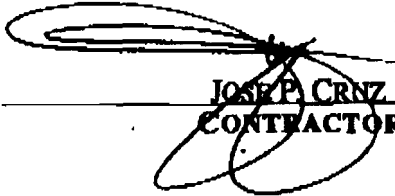
*Herman T. Guerrero*

**HERMAN T. GUERRERO  
(Contracting Officer)**

DATE:         JUN. 12 1995

3. CONTRACTOR:


DATE 06/12/95

  
JOSEPH CRUZ  
CONTRACTOR

4. ATTORNEY GENERAL:

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

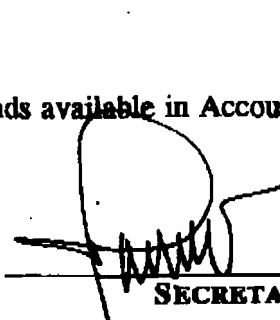
DATE: 6-14-95

  
for SEBASTIAN ALOOT  
ACTING 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: 6/15/95

  
SECRETARY OF FINANCE

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



## 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

### SOLE SOURCE JUSTIFICATION - INDEPENDENT CONTRACTOR

I have determined that there is a compelling necessity to enter into an independent services contract (attached) with Jose P. Cruz. The principal who will provide services is Mr. Cruz. The total contract price is \$10,256.56 for period June 6, 1995 until August 15, 1995. The Third Northern Marianas Constitutional Convention is in need of an administrative services to assist the Convention handles and provides administrative services and for other purposes. I have designated him as the Assistant Administrative Officer. Mr. Cruz served as the Assistant Administrative Officer for the Pre-Convention Committee of the Third Northern Marianas Constitutional Convention in 1995. Because of his background and experience, Mr. Cruz is uniquely and solely qualified to provide the needed services.

Even though some government offices are providing staff to the Convention, these staff are mostly clerical and messenger. The professional needs of the Convention is extremely important and necessary in order to carry out its mandates under Public Law 9-18. The Third Northern Marianas Constitutional Convention is only for 60 days and not more than 75 days. It is therefore imperative that the Convention 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.

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

HERMAN T. GUERRERO  
President, Third Northern Marianas  
Constitutional Convention

JUN 12 1995

DATE

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

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**PROCUREMENT INFORMATION**

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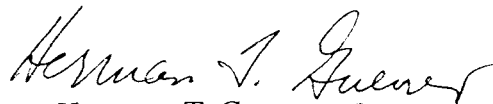
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(To be signed in order listed)

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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

**PRESIDENT, THIRD NORTHERN MARIANAS  
CONSTITUTIONAL CONVENTION**

2. **CONTRACTING OFFICER:**



HERMAN T. GUERRERO

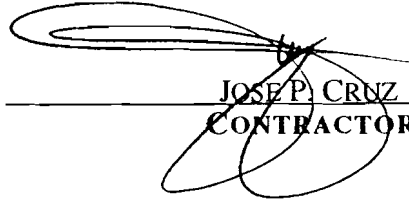
**(Contracting Officer)**

DATE: JUN 12 1965

3. **CONTRACTOR:**

DATE: \_\_\_\_\_

*06/12/95*

  
\_\_\_\_\_  
JOSE P. CRUZ  
CONTRACTOR

4. **ATTORNEY GENERAL:**

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

DATE: \_\_\_\_\_

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SEBASTIAN ALOOT  
ACTING ATTORNEY GENERAL

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