

## **PROPOSAL**

Date: \_\_\_\_\_

To: Director, Division of Procurement and Supply  
Commonwealth of the Northern Mariana Islands  
Lower Base, Saipan 96950

Gentlemen:

The undersigned (hereafter called the Bidder), a \_\_\_\_\_  
(Corporation, Partnership or Individual)  
organized and/or licensed to do business under the laws of the Commonwealth of the Northern Mariana Islands, hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the **ROUTE 310 (TAPOCHAU ROAD) IMPROVEMENTS, SAIPAN**, all in accordance with the scope of work, drawings, specifications, and other contract documents prepared by the Department of Public Works for the sum indicated in the **"BID SCHEDULE"** attached hereto plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the unit and/or lump sum prices stated in the itemized "Bid Schedule".

The undersigned has examined the location of the proposed work, the drawings, specifications and other contract documents and is familiar with the local conditions at the place where the work is to be performed. The undersigned further acknowledges receipt of the following addenda:

ADDENDUM NO.	DATED
_____	_____
_____	_____
_____	_____
_____	_____

The undersigned understands that the Government reserves the right to reject any or all bid or to waive any informality or technicality in any bids in the interest of the Government.

The bid guarantee attached, in the sum of not less than fifteen percent (15%) of the amount of the bid, is furnished to the Government as a guarantee that an agreement will be executed. In the event that this bid is accepted, and the undersigned bidder shall fail to execute the contract under the conditions and within the time specified in this bid document, the bid guarantee shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder, said amount being beforehand determined as being reasonable and containing no penalties.

If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the bid opening, the undersigned agrees to execute the forms of agreement included as one of the Contract Documents, and to furnish a Performance and Payment Bonds, each in an amount equal to 100% of the contract amount within 21 days after receipt of such notice.

If awarded the contract, the undersigned agrees to commence work under this contract on the date specified in the written "Notice To Proceed" as established by the Government and fully complete the project within 360 working days.

The undersigned further agrees to pay to the Government as liquidated damages the amount stipulated in Subsection 108-4 of the Standard Specifications for Construction of Road and Bridges on Federal Highway Projects, FP-03 for each and every calendar day of delay beyond the established completion time.

Accompanying this proposal are the following:

- (a) Completed Bid Bond in the form of ( ) Bidder's Bond, ( ) Cashier's Check ( ) Certified Check  
Check One
- (b) Completed "Non-Collusion Affidavit"
- (c) Certification of Non-Segregated Facilities
- (d) Completed "Major Shareholders Disclosure Affidavit"
- (e) Major Shareholders Disclosure Affidavit
- (f) Equal Employment Opportunity Certification
- (g) Signed Proposal
- (h) Bid Schedules

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, and to the best of his knowledge and belief that:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by the bidder or with any competitor.
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

This bid may be withdrawn at any time prior to the scheduled time for the opening of the bids or any authorized postponement thereof.

Representative: \_\_\_\_\_  
(Print Name) (Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we,

\_\_\_\_\_ as Principal, and \_\_\_\_\_  
as Surety, are held and firmly bound unto the Commonwealth of the Northern Mariana Islands,  
hereinafter called the "Government", in the penal sum of:

Dollars (US \$ \_\_\_\_\_) for the payment of which sum will and truly to be  
made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally,  
firmly by these presents.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH** that whereas the Principal has submitted  
the \_\_\_\_\_ accompanying \_\_\_\_\_ bid \_\_\_\_\_ dated \_\_\_\_\_, 202\_\_\_\_ for  
\_\_\_\_\_.

**NOW THEREFORE**, if the Principal shall not withdraw said bid within the period specified therein  
after the opening of the same, or if no period be specified therefore, or if no period be specified,  
within ten (10) days after the prescribed forms are presented to him for signature, enter into a written  
contract with the Government, in accordance with the bid as accepted, and give bond with good and  
sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of  
such contract, or in the event of the withdrawal of said bid within the period specified, or the failure to  
enter into such contract and give bond within the time specified, of the Principal shall pay the  
Government the differences between the amount specified in said bid and the amount for which the  
Government may procure the required work and/or supplies, if the latter amount be in excess of the  
former, then the above obligation shall be void and of no effect, otherwise to remain in full force and  
virtue.

**IN WITNESS WHEREOF**, the above-bounden parties have executed this instrument under their  
several seals, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, the name and  
corporate seal being hereto affixed and these presents duly signed by its undersigned representative,  
pursuant to authority of its governing body.

The rate of premium on this bond is \_\_\_\_\_ per  
thousand.

The amount of premium charges is \_\_\_\_\_.

(The above must be filled in by Corporate Surety).

IN PRESENCE OF:

\_\_\_\_\_  
(Individual Principal) SEAL

\_\_\_\_\_

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Individual Principal) SEAL

\_\_\_\_\_

\_\_\_\_\_  
(Business Address)

Attest:

\_\_\_\_\_  
(Corporate Principal) SEAL

\_\_\_\_\_

\_\_\_\_\_  
(Business Address)

AFFIX CORPORATE SEAL

BY:

Attest:

\_\_\_\_\_  
(Corporate Surety) SEAL

\_\_\_\_\_

\_\_\_\_\_  
(Business Address)

**Certificate as to Corporate Principal**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal was then \_\_\_\_\_ of said Corporation; that I know his/her signature, and his/her signature is genuine; and that said bond was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
(Corporate Seal)



**CERTIFICATION OF NON-SEGREGATED FACILITIES**

This is to certify that \_\_\_\_\_, the Contractor for the Federally Funded Project: **ROUTE 310 (TAPOCHAU ROAD) IMPROVEMENTS, SAIPAN**, does not maintain or provide for his employees any segregated facilities at any of his establishments, and does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "**Segregated Facilities**" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, lots, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, national origin, because of habit, local custom, or otherwise. The Contractor agrees that (except where he has obtained identical certifications in duplicate from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractor(s) prior to the award of subcontract exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain the duplicate of such certification in his files. The subcontractor shall include the original in his Bid Package.

\_\_\_\_\_  
Authorized Representative (Name and Title)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Company

**MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT**

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS  
SAIPAN, MP 96950

I, the undersigned, \_\_\_\_\_, being first duly sworn, deposes  
(a partner or officer of the company of, etc.)

and says:

1. That the persons who have held more than ten percent (10%) of the company's shares during the past twelve months are as follows:

<u>Name</u>	<u>Address</u>	<u>Percentage of Shares Held</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total number of Shares		_____

2. Persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for which this Affidavit is submitted are as follows:

<u>Name</u>	<u>Address</u>	<u>Amount of Commission Gratuity or other Compensation</u>
_____	_____	_____

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of individual if bidder is a sole proprietorship; Partner, if the bidder is a partnership; Officer, if the bidder is a corporation.

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Notary Public  
In and for the CNMI  
My commission expires \_\_\_\_\_

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**  
(See Required Contract Provisions on Federal-Aid Construction Contracts)

Date: \_\_\_\_\_

Project: **ROUTE 310 (TAPOCHAU ROAD) IMPROVEMENTS, SAIPAN**

The bidder represents that he [ ] has, [ ] has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 11246, or the Secretary of Labor; that he [ ] has, [ ] has not, filed all required compliance reports, and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontractor awards.

Representative: \_\_\_\_\_  
(Print Name) (Signature)

Title: \_\_\_\_\_

Company: \_\_\_\_\_

(The above representation need not be submitted in connection with contracts or subcontracts that are exempt from the clause).