

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 36 (WINDWARD/CHALAN KALABERA) ROAD IMPROVEMENTS, PHASE 1a, PROJECT NO. TQ-THS-0036(301)**", , 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 **300** calendar 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' Bond, Cashier's Check Certified Check
Check One
- (b) Completed "Non-Collusion Affidavit"
- (c) Completed "Major Shareholders Disclosure Affidavit"
- (d) Certification of Non-segregated Facilities
- (e) Major Shareholders Disclosure Affidavit
- (f) Equal Employment Opportunity Certification
- (g) 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

BOND NO. _____

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 _____, 20__ for "**ROUTE 36 (WINDWARD/CHALAN
KALABERA) ROAD IMPROVEMENTS, PHASE 1a, PROJECT NO. TQ-THS-0036(301)**".

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 _____, 20__, 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).

CERTIFICATION OF NON-SEGREGATED FACILITIES

This is to certify that _____, the Contractor for the Federally Funded Project: _____, 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

(Certification of Non-Segregated Facilities)

MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
SAIPAN, MARIANA ISLANDS

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 _____, 20__.

Notary Public
In and for the CNMI
My commission expires _____

(Major Shareholders Disclosure Affidavit)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

(See Required Contract Provisions on Federal-Aid Construction Contracts)
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Date: _____

Project: _____

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 11248, 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).

(Equal Employment Opportunity Certification)