BID REQUIREMENTS
INVITATION TO BID

The Owner will receive sealed bids from Contractors in **VSU Physical Plant Office, Conference Room, 2903 North Ashley Street, Valdosta, GA 31602.** Bids must be physically on the table in the Bid Room by **2:00 PM** o'clock, at the time legally prevailing in Atlanta, Georgia on **Tuesday, December 8, 2026**, for the construction of **MRR-27-1101 Education Center Chiller Replacement** located in **Valdosta**, Georgia. At the time and place noted above, the bids will be publicly opened and announced.

Bidding Documents may be obtained at the office of the Design Professional**, NBP Engineers, Inc.** , Phone: **(478) 745-1691**. Request electronic documents via email to sholloway@nbpengineers.com or emoore@nbpengineers.com

Bidders are cautioned that acquisition of Bidding Documents through any source other than the office of the Design Professional is not advisable. Acquisition of Bidding Documents from unauthorized sources places the bidder at risk of receiving incomplete or inaccurate information upon which to base a bid.

There will be a *pre-bid* conference held on **Tuesday, November 17, 2026**, at **10:00 AM** at **VSU Physical Plant Office, Conference Room, 2903 North Ashley Street, Valdosta, GA 31602**. Attendance at this conference is **MANDATORY** for any Contractor intending to bid on this project. Others may attend if they so desire.

Interested firms are required to meet state licensure requirements and document minimum experience requirements with construction as indicated in the documents. These requirements are specified in Section 01 4000 – Quality Requirements. A copy of this section is available upon request.

Bidders' attention is called to Section 01 4000 – QUALITY REQUIREMENTS, which establishes minimum qualifications for Contractors bidding this project. The Statement of Qualifications specified shall be submitted in writing to the Owner as required in the Supplementary General Conditions. Bids will not be accepted from Contractors failing to meet the qualifications established or from Contractors failing to submit the required documentation of qualifications. A listing of qualified bidders will be published and distributed to plan holders of record. All protests of decisions regarding qualifications must be submitted in writing to the Owner by not later than three working days thereafter.

Contract, if awarded, will be on a lump sum basis. No bid may be withdrawn for a period of sixty (60) days after time has been called on the date of opening except in accordance with the provisions of Georgia law. Bids must be accompanied by a Bid Bond made payable to the Owner in an amount equal to not less than five percent of the Bid. Both a performance bond and a payment bond will be required, each in an amount equal to 100 percent of the Contract Sum prior to execution of contract.

The Owner reserves the right in its sole and complete discretion to waive technicalities and informalities. The Owner further reserves the rights in its sole and complete discretion to reject all bids and any bid that is not responsive or that is over the budget. The Owner anticipates that the contract will be awarded to the responsive and responsible bidder who provides the lowest bid within the budget. In judging whether the bidder is responsible, the Owner will consider, but is not limited to, the following:

- Whether the bidder or its principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority;
- Whether the bidder or its principals have been terminated for cause or are currently in default on a public works contract;
- Whether the bidder can demonstrate sufficient cash flow to undertake the project as evidenced by a Current Ratio of 1.0 or higher;
- Whether the bidder can demonstrate a commitment to safety with regard to Workers' Compensation by having an Experience Modification Rate (EMR) over the past three years not having exceeded an average of 1.2; and
- Whether the bidder's past work provides evidence of an ability to successfully complete public works projects within the established time, quality, or cost, or to comply with the bidder's contract obligations.

In the event all responsive and responsible bids are in excess of the budget, the Owner, in its sole and absolute discretion and in addition to rejecting all bids, reserves the right either to supplement the budget or to negotiate with the lowest responsive and responsible bidder (after all deductive alternates are taken) but only for the purpose of making changes to the project that will result in a cost to the Owner that is within the budget, as it may be supplemented.

BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA

BY: FRANK SMITH, VICE CHANCELLOR FOR REAL ESTATE & FACILITIES

[Remainder of Page Intentionally Left Blank]

BID REQUIREMENTS
INSTRUCTIONS TO BIDDERS

1. **Basis of Contract.** Contract, if awarded, will be on a lump sum basis and will be substantially in accordance with the Contract shown on pages Contract – 1 to Contract – 4.

2. **Examination of Site.** In undertaking the work under this Contract, the Contractor acknowledges that he has visited the Project Site and has taken into consideration all observed conditions that might affect his work.

3. **Surety and Insurance Companies.** The Contract provides that the surety and insurance companies must be acceptable to the Owner. Only those sureties listed in the Department of Treasury's Listing of Approved Sureties (Department Circular 570) are acceptable to the Owner. At the time of issuance, all insurance and bonds must be issued by a company licensed by the Georgia Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance. Such company shall be an insurer (or, for qualified self-insurers or group self-insureds, a specific excess insurer providing statutory limits) with an A.M. Best Financial Strength Rating of "A-" or better and with an A.M. Best Financial Size Category of Class V or larger.

4. **Bidding Documents.** The Bidding Documents comprise the Construction Documents, the Invitation to Bid, the Instructions to Bidders, the Bid Form, and all Addenda, upon which the bidder submits a bid.

5. **Addenda.** All Addenda issued prior to bid date adjust, modify, or change the drawings and specifications as set forth in the Addenda. No Addenda will be issued within five days of the date set for opening bids without an extension of the bid date. All such Addenda are part of the contract.

6. **Interpretations.** No oral interpretation will be made to bidders as to the meaning of the drawings and specifications. Requests for interpretation of drawings and specifications must be made in writing to the Design Professional not later than six days prior to the date set for receipt of the bids. Failure on the part of the successful bidder to request clarification shall not relieve him as Contractor of the obligation to execute such work in accordance with a later interpretation by the Design Professional. All interpretations made to bidders will be issued in the form of Addenda to the plans and specifications and will be sent to all plan holders of record. Acknowledgement of receipt of such Addenda shall be listed in the Bid Form by the Contractor.

7. **Alternates.** Unless otherwise stipulated, all alternate bids are deductive. It is in the best interest of the public, and the intent of the Owner is, that the entire Project be constructed within the funds allocated in the Project budget. The acceptance of any deductive alternate will be utilized as a last resort to accomplish the Project without requiring a redesign and rebidding of the Project. Any alternate, or alternates, if taken, will be taken in numerical sequence to the extent necessary.

8. **Sales Tax.** Unless otherwise provided for in the Contract Documents, the Contractor shall include in his bid all sales taxes, consumer taxes, use taxes, and all other applicable taxes that are legally in effect at the time bids are received.

9. **Trade Names, Specifications.**

(a) *No Restriction of Competition.* When reference is made in the Contract Documents to trade names, brand names, or to the names of manufacturers, such references are made solely to indicate that products of that description may be furnished and are not intended to restrict competitive bidding. If it is desired to use products of trade or brand names or of manufacturers' names that are different from those mentioned in the Bidding Documents, application for the approval of the use of such products must reach the hands of the Design Professional at least ten days prior to the date set for the opening of bids (*see* 9(b) below). This provision applies only to the party making a submittal prior to bid. If approved by Design Professional, the Design Professional will issue an addendum to all bidders. This provision does not prevent the Owner from initiating the addition of trade names, brand names, or names of manufacturers by addendum prior to bid.

(b) *Request for Approval of Substitute Product*. All requests for approval of substitution of a product that is not listed in the Bidding Documents must be made to the Design Professional in writing. For the Design Professional to prepare an addendum properly, an application for approval of a substitute product must be accompanied by a copy of the published recommendations of the manufacturer for the installation of the product together with a complete schedule of changes in the drawings and specifications, if any, that must be made in other work in order to permit the use and installation of the proposed product in accordance with the recommendations of the manufacturer of the product. The application to the Design Professional for approval of a proposed substitute product must be accompanied by a schedule setting forth in which respects the materials or equipment submitted for consideration differ from the materials or equipment designated in the Bidding Documents.

(c) *Burden of Proof.* The burden of proving acceptability of a proposed product rests on the party making the submission. Therefore, the application for approval must be accompanied by technical data that the party requesting approval desires to submit in support of its application. The Design Professional will consider reports from reputable independent testing laboratories, verified experience records showing the reputation of the proposed product with previous users, evidence of reputation of the manufacturer for prompt delivery, evidence of reputation of the manufacturer for efficiency in servicing its

products, or any other written information that is helpful in the circumstances. The degree of proof required for approval of a proposed product as acceptable for use in place of a named product or named products is that amount of proof necessary to convince a reasonable person beyond all doubt. To be approved, a proposed product must also meet or exceed all express requirements of the Contract Documents.

(d) *Issuance of Addenda.* If the Design Professional approves the submittal, an addendum will be issued to all prospective bidders indicating the approval of the additional product(s). Issuance of an addendum is a representation to all bidders that the Design Professional in the exercise of his professional discretion established that the product submitted for approval is acceptable and meets or exceeds all express requirements. If a submittal is initially rejected by the Design Professional, but determined to be acceptable to Design Professional after a conference with the Owner, an addendum covering the said submittal will be issued prior to the opening of bids. The successful bidder may furnish no products of any trade names, brand names, or manufacturers' names except those designated in the Contract Documents unless approvals have been published by addendum in accordance with the above procedure. Oral approvals of products are not valid.

(e) *Conference with the Owner*. Any party who alleges that rejection of a submittal is the result of bias, prejudice, caprice, or error on the part of the Design Professional may request a conference with a representative of the Owner, provided: that the request for said conference, submitted in writing, shall have reached the Owner at least six days prior to the date set for the opening of bids, time being of the essence.

10. **Employment of Georgia Citizens and Use of Georgia Products.** The work provided for in this Contract is to be performed in Georgia. It is the desire of the Owner that materials and equipment manufactured or produced in Georgia shall be used in the work and that Georgia citizens shall be employed in the work at wages consistent with those being paid in the general area in which the work is to be performed. This desire on the part of the Owner is not intended to restrict or limit competitive bidding or to increase the cost of the work; nor shall the fulfillment of this desire be asserted by the Contractor as an excuse for any noncompliance or omission to fulfill any obligation under the contract.

11. **Trading with the State Statutes, Ethics.** By submitting a bid, the bidder certifies that the provisions of law contained in O.C.G.A. Sections 45-10-20 to 45-10-71, which prohibit officials and employees of the state from engaging in certain transactions with the state and state agencies, and the Governor's Executive Orders governing ethics, have not and will not be violated in any respect in regard to this contract and further certifies that registration and all disclosures required thereby have been complied with.

12. **Georgia Security and Immigration Compliance Act Requirements.** No bid will be considered unless the Contractor certifies its compliance with the Immigration reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security Immigration Compliance Act OCGA 13-10-91 *et seq.* The Contractor shall execute the Georgia Security and Immigration Compliance Act Affidavit, as found in Section 7 of the Construction Contract. Contractor also agrees that it will execute any affidavits required by the rules and regulations issued by the Georgia Department of Audits and Accounts. If the Contractor is the successful bidder, contractor warrants that it will include a similar provision in all written agreements with any subcontractors engaged to perform services under the Contract.

13. **Owner's Policy Statement.** The policy of the Owner is that minority business enterprises shall have the maximum opportunity to participate in the Owner's purchasing process. The Owner encourages all minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. In addition, Georgia law provides a state income tax credit available to any business that subcontracts with a minority-owned business. [*See* O.C.G.A. §48-7-38 and O.C.G.A. §50-5-130. *See also* Executive Order of the Governor No. A-11-0002-1992.] Any questions regarding statements contained hereunder should be directed to {Name, Address, and Telephone Number of Designee, as described in the box below}.

14. **Bids.**

(a) *Bid Opening.* Bids will be opened and announced as stated in the Invitation to Bid.

(b) *Bid Submission.* All bids must be submitted on the Bid Form as attached hereto and must be signed, notarized, and sealed by a notary public. All blanks for information entry in bid forms submitted to Owner should be filled. Blanks left unfilled constitute irregularities in the bid and place the bidder at risk of having the bid rejected *unless* the Owner rules the irregularity to be an informality or technicality that the director can waive, as is made clear in Paragraph 16 of these "Instructions to Bidders" and on the Bid Form. Numbers shall be written in English words and in Arabic numerals. **The inclusion of any condition, alternate, qualification, limitation, or provision not called for shall render the bid nonresponsive and shall be sufficient cause for rejection of a bid.**

(c) *Bid Security.* Bids must be accompanied by a Bid Bond made payable to the Owner in an amount not less than five percent of the Bid. Bid Bonds should be furnished on forms accepted as standard by the insurance industry, but shall be substantially in accordance with the Bid Security Form attached hereto.

(d) *Delivery of Bids.* Bids are to be addressed to the Owner, at the address and room number shown in the Invitation to Bid. Bids must be enclosed in an opaque, sealed envelope; marked with the Bid Date, Bid Time, Bid Number, Name of Project; and identified with the words "Bid for Construction." Bids must be placed in the hands of the Owner at the specified location by not later than the hour and date named in the Invitation to Bid. After that time, no bids may be received. It is the sole responsibility of the bidder to ensure the delivery of the bids to the required address.

(e) Alternates. A bid must be submitted for all alternates. Failure to so may render the bid nonresponsive and be sufficient cause for rejection of a bid.

(f) *Withdrawal of Bids.* Bids may be withdrawn by bidders prior to the time set for official opening. After time has been called, no bid may be withdrawn for a period of sixty (60) days after the time and date of opening except as provided in O.C.G.A Section 13-10-22 (appreciable error in calculation of bid). Negligence or error on the part of any bidder in preparing his bid confers no right of withdrawal or modification of his bid after time has been called except as provided by Georgia law.

15. **Contract Award.** Award shall be made on a lump sum basis to the lowest responsive and responsible bidder. The lowest bid will be the bid whose price, after incorporating all accepted alternates, is the lowest responsive bid that was received from a responsible bidder. No bid may be withdrawn for a period of sixty (60) days after time has been called on the date of opening except in accordance with the provisions of law.

16. **Owner's Rights Concerning Award.** The Owner reserves the right in its sole and complete discretion to waive technicalities and informalities. The Owner further reserves the right in its sole and complete discretion to reject all bids and any bid that is not responsive or that is over the budget, as amended. In judging whether the bidder is responsible, the Owner will consider, but is not limited to consideration of, the following:

(a) Whether the bidder or its principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority;
(b) Whether the bidder or its principals have been terminated for cause or are currently in default on a public works contract;
(c) Whether the bidder can demonstrate sufficient cash flow to undertake the project as evidenced by a Current Ratio of 1.0 or higher;
(d) Whether the bidder can demonstrate a commitment to safety with regard to Workers' Compensation by having an Experience Modification Rate (EMR) over the past three years not having exceeded an average of 1.2; and
(e) Whether the bidder's past work provides evidence of an ability to successfully complete public works projects within the established time, quality, or cost, or to comply with the bidder's contract obligations.

17. **Owner's Right to Negotiate with the Lowest Bidder.** In the event *all* responsive and responsible bids are in excess of the budget, the Owner, in its sole and absolute discretion and in addition to the rights set forth above, reserves the right either to (i) supplement the budget with additional funds to permit award to the lowest responsive and responsible bid, or (ii) to negotiate with the lowest responsive and responsible bidder (after taking all deductive alternates) only for the purpose of making changes to the Project that will result in a cost to the Owner that is within the budget, as it may be amended.

18. **Contract Forms.** The contract forms, including the payment and performance bonds, shall be as set forth in the General Conditions, Section 7 – Forms.

BID REQUIREMENTS
BID FORM

To: Owner _____

Re: Project No., Name _____

Bid Date: _____

THE BID:

Bid. Having carefully examined the Specifications entitled _____, the Bidding Documents, Drawings:_____, and Addendum No.(s): _____ as well as the Site and conditions affecting the Work, bidder hereby proposes to furnish all services, labor, materials, and equipment called for by them for the entire Work, in accordance with the aforesaid documents, for the sum of:

_____Dollars ($ _____)

which sum is hereinafter called the Bid. The Bid shall be the amount of the Contract Sum executed between the Owner and the Contractor unless Alternates are accepted.

Alternates. We further propose that, should any of the following alternates be accepted and be incorporated in the Contract, the Bid will be altered in each case as follows:

No Alternates

Errors or Revisions. Prior to the bid opening date and hour, errors may be stricken or revisions may be made and corrections entered on this proposal form or on the bid envelope with sufficient clarity to be easily understood. All such annotations shall be binding on the bidder.

No Withdrawal. For and in consideration of the sum of $10.00, the receipt of which is hereby acknowledged, bidder and Owner agree that this bid may not be revoked or withdrawn after the time set for the opening of bids, except as provided in Georgia law, but is an irrevocable offer that shall remain open for acceptance for a period of sixty (60) days following the time set for the opening of bids.

Execution of the Contract. If bidder is notified in writing by statutory mail of the acceptance of this bid within sixty (60) days after time set for the opening of bids, bidder agrees to execute within ten days the Contract for the Work for the above stated Bid, as adjusted by the accepted Alternates, and at the same time to furnish and deliver to the Owner a Performance Bond and a Payment Bond on forms shown in Section 7 of the General Conditions of the Contract, both in an amount of equal to 100 percent of the Contract Sum.

Commencement and Completion of Work. Upon the Effective Date of the Contract, bidder agrees to commence all Preconstruction Activities. Upon issuance of a Proceed Order, bidder agrees to commence physical activities on the Site with adequate forces and equipment and to complete to Material Completion all work in **365** consecutive calendar days beginning the day after the date of the Proceed Order.

Bid Bond. Enclosed herewith is a Bid Bond *(NO OTHER FORM ACCEPTABLE)* in the amount of _____ Dollars ($ _____) (being not less than five percent of the Bid). Bidder agrees that the above stated amount is the proper measure of liquidated damages that the Owner will sustain by bidder's failure to execute the Contract or to furnish the Performance and Payment Bonds should bidder's bid be accepted.

Obligation of Bid Bond. If this bid is accepted within sixty (60) days after the date set for the opening of bids and bidder fails to execute the Contract within ten days after Notice of Successful Bid, or if bidder fails to furnish both Performance and Payment Bonds, the obligation of the Bid Bond will remain in full force and effect and the money payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure; otherwise, the obligations of the Bid Bond will be null and void.

Bidder Certification

Certification under Oath. Under oath I certify that I am a principal or other representative of the bidder, and that I am authorized by it to execute the foregoing bid on its behalf; and further, that I am a principal person of the bidder with management responsibility for the construction for the bidder, and as such I am personally knowledgeable of all its pertinent matters. I further certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, materials, labor, supplies, or equipment and is in all respects fair and without collusion or fraud. Bidder and its principals understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. Bidder agrees to abide by all conditions of this bid.

BY: _____
Authorized *Signature (BLUE INK)*

_____
Printed Name Title

Sworn to and subscribed before me this ____ Day of _____ , 20_____.

_____
Notary Public

My commission expires: _____

(SEAL)

NOTE: THE NOTARY SEAL MUST BE APPLIED UNDER GEORGIA LAW, WHETHER OR NOT THE LAW OF THE STATE WHERE EXECUTED PERMITS OTHERWISE.

STATEMENT OF BIDDER'S QUALIFICATIONS:

(To be subscribed and sworn to before a notary public.)

The bidder submits the following statement of bidder's qualifications for consideration by the Owner.

Bidder's Name: _____
LEGAL NAME OF BUSINESS

Bidder's Address: _____
LEGAL BUSINESS ADDRESS (NO P.O. BOX, ***MUST*** BE PHYSICAL ADDRESS)

_____
CITY STATE ZIP

_____
MAILING ADDRESS IF DIFFERENT FROM ABOVE

Telephone Number: _____ _____ **POC Email**: _____
AREA CODE NUMBER

The full names of persons and firms interested in the foregoing bid as principals are as follows:

(1)_____
Circle One: President Partner Owner Other

(2)_____
Circle One: Vice President Secretary Partner Other

(3)_____
Circle One: Vice President Secretary Partner Other

Note: *If incorporated: The names of both the President and Corporate Secretary must be indicated. If a partnership, all partners must be indicated.*

Social Security Number or **FEIN:** _____

Contractor's Georgia License Type and Number: _____

Contractor's Federal Employment Verification Certification: ***(Must include completed Contractor Affidavit as found in Section 7 of the Contract)***

The Contractor is registered with, authorized to use, is using and will continue to use, the federal work authorization program throughout the term of the contract, and holds the following authorization:

User Identification Number: _____

Date of Authorization: _____

State Where Organized or Incorporated: _____

Plan of Organization: (Circle One) Proprietorship Corporation Partnership Joint Venture Other (Describe)

Years Engaged in Construction Contracting in Present Firm Organization: _____ years.

Bidder Hereby Certifies that bidder:

a. Has never refused to sign a contract at the original bid on a public works contract except as allowed under Georgia law.

b. Has never been terminated for cause on a public works contract.

c. Has had no (criminal or felony) convictions, suspensions, or debarments of the bidder, its officers, or its principals for building code violations, bid rigging, or bribery in the last ten years.

d. Is not and its organization or its principals are not debarred, suspended, declared ineligible, or otherwise excluded by any Federal or State department or agency from doing business with the Federal Government or a State.

e. Has insurance required by the Contract Documents in place or has arranged to obtain it from an insurer authorized to do business in the State of Georgia.

f. Has sufficient bonding capacity to obtain a payment and performance bond from a surety meeting the requirements of the Contract Documents and authorized to do business in the State of Georgia.

g. Has sufficient cash flow to perform this Project.

Remarks or explanations of the above paragraphs a through g:

_____

_____

_____

Bidder Certification

Certification under Oath. Under oath I certify that I am a principal or other representative of the bidder, and that I am authorized by it to execute the foregoing Statement of Bidder's Qualifications is true and correct, including any explanation above and submitted under oath.

BY: _____
Authorized *Signature* *(BLUE INK PLEASE)*

_____
Printed Name Title

Sworn to and subscribed before me this ____ Day of _____ , 20_____.

_____
Notary Public

My commission expires: _____

(SEAL)

NOTE: THE NOTARY SEAL MUST BE APPLIED UNDER GEORGIA LAW, WHETHER OR NOT THE LAW OF THE STATE WHERE EXECUTED PERMITS OTHERWISE.

Statistical Information. This request is made for statistical purposes only.
PLEASE INDICATE BELOW WHICH OF THE FOLLOWING DESCRIPTIONS APPLY TO YOUR COMPANY:

____ MINORITY BUSINESS ENTERPRISE (MBE) – One of the following statements describes this business: **a)** Owned by a member of a minority race; or **b)** a partnership of which a majority of interest is owned by one or more members of a minority race; or **c)** a public corporation of which a majority of the common stock is owned by one or more members of a minority race. A member of a minority race is defined as a person who is a member of a race that comprises less than fifty percent of the total population of the State of Georgia. For recordkeeping purposes, this includes, but is not limited to, persons who are Black, Hispanic, Asian-Pacific American, Native American, or Asian-Indian American.

____ GEORGIA MINORITY BUSINESS ENTERPRISE (GMBE) – Business meets the definition of a minority-owned business and, in addition, meets the following criteria: **a)** was organized in the State of Georgia; or **b)** reports income from the business for Georgia Income Tax purposes; or **c)** minority stockholders report earnings for Georgia Minority Business Enterprise.

____ NEITHER DESCRIPTION APPLIES TO YOUR COMPANY.

BID REQUIREMENTS
BID SECURITY FORM

NOTE TO CONTRACTOR: Use of Surety's standard Bid Bond form is acceptable as long as it substantially complies with the following:

KNOW ALL BY THESE PRESENT, That we, {Insert Contractor's Legal Name and Address} as Principal, hereinafter called the Principal, and {Insert Legal Name and Address of Surety}, a corporation duly organized under the laws of the State of {Insert State of Corporate Organization}, as Surety, hereinafter called the Surety, are held and firmly bound unto:

OWNER: _____

Attention: _____

Phone Number: _____

Facsimile Number: _____

as Obligee, hereinafter called the Obligee in the sum of _____ (Not less than five percent of the Bid) Dollars ($ _____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for _____;
{Insert Owner's Project Number and Project Description}

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and (1) the Principal shall enter into a Contract with the Obligee in accordance with the terms of such Bid, and the Principal shall execute the Contract and give such bond or bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) in the event of the failure of the Principal to enter such Contract and give such bond or bonds, and the Principal shall pay to the Obligee the difference not to exceed the difference hereof between the amount specified in said Bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said Bid; then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ Day of _____, 20___

Name of Contractor: _____
Principal

_____
Witness

By: _____ (Seal)

_____
Title

Name of Surety: _____
Surety

_____
Witness

By: _____ (Seal) (*)

(*) Attach Power of Attorney