



NAVAJO DIVISION OF TRANSPORTATION

POST OFFICE BOX 4620, WINDOW ROCK, AZ 86515

TEL: 505-371-8300/8301 FAX: 505-371-8399

Addendum #1

Date Addenda Issued: January 7, 2022

Project Name: Red Valley Transfer Station

Bid #: 21-03-2441LE

Issued by: Navajo Division of Transportation (Navajo DOT) – Department of Roads

- 1) Please see the attached pre-proposal meeting agenda/minutes and sign-in sheet from the January 4, 2022, virtual meeting. Meeting minutes include question(s) asked by attendees with Navajo DOT response(s).
- 2) No Contractor inquiries were received prior to the January 5, 2022, deadline date.
- 3) During the Pre-proposal meeting, a cost savings proposal was suggested. The cost savings would consist of installing a double chip-seal type 2A in lieu of the proposed 3" thick asphalt pavement.

NDOT is willing to consider this potential cost savings proposal during the selection process. The Bid Tab has been updated to include this cost savings proposal (Alternate A). The Contractor shall replace the bid schedule with the attached. The asphalt bid item row within Alternate A should result in a negative/reduced price.

- 4) The attached wage rate decision (NM20210035 06/18/2021) shall be followed for this contract.
- 5) NDOT requires that the Contractor submit with the Proposal an SF-24 Bid Bond per the following Clause.

Clause NN-228-1 Bid Guarantee:

Submit the bid guarantee on Bid Form SF-24, Bid Bond:

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, will be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Government will return bid guarantees, other than bid bonds.

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be ten (10) percent of the bid price per Navajo Nation Procurement Code 12 N.N.C. §341 Bid Security.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Government may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(f) If the bid guarantee is other than a corporate or individual surety, sign the SF-24 as the principal and make a statement on the form pledging the security. Make checks or money orders payable to the agency issuing the solicitation.

(g) *Power of attorney.* A corporate surety shall submit a current power of attorney for the signing agent or attorney-in-fact with each bid bond.

(h) *Evidence of guarantee assistance.* A surety that has a guarantee of assistance from the Small Business Administration shall submit a copy of its "*Surety Bond Guarantee Agreement*" with each SF-24 bid bond form. In addition, submit a power of attorney for the surety representative identified in the agreement.

6) The following changes have been made to the RFP:

Page 6, Term

R. TERM: The term of the Service Contract will be a period of ~~one year~~ four months from the date of *Notice to Proceed*, with an option to renew the contract for continued services, which will be based upon the availability of funds. Renewal of the contract will be made only upon mutual agreement of both parties.


Page 8, Purpose and Scope of Work

Timeline:

~~The start and finish of the contract will be one year from the Notice to Proceed.~~

Once Notice to Proceed is issued the contractor shall have 120 Calendar Days to complete the work.

Thank you for your interest:



Joe Peterman Department of Roads Manager
Navajo DOT – Department of Roads
jpeterman@navajodot.org

Received and acknowledged by:

Name and Title

Company Name

Date

(A copy of the signed addenda shall be included in the Proposal, but it will NOT be counted toward the 10 single-side pages.)



Navajo Division of Transportation
Bid No. 21-03-2441LE
Red Valley Transfer Station in San Juan County, NM
VIRTUAL PRE-PROPOSAL MEETING
January 4, 2022, 10:00 am

The purpose of this Mandatory Pre-Proposal Meeting is to receive presentations on the Project Scope of Work and the necessary items required to be submitted as part of the Request for Proposal (RFP). **Meeting notes in red.**

1. Introductions & Sign-In Sheet

- a. Sign-In Sheet – Please submit your contact information to Johnny Pahe via email at jpah@navajodot.org

2. Welcome – Joe Peterman, Navajo DOT Roads Department

3. General Announcements

- a. Information is available on the Navajo DOT website:
<https://navajodot.org/rfp%2Frfg>
- b. Inquiries on this RFP must be submitted in writing via email to:
 - a. Johnny Pahe - jpah@navajodot.org
 - b. Joe Peterman - jpeterman@navajodot.org
- c. Contractors are encouraged to conduct a field review of the project site on their own. There is no formal field review scheduled.

4. Schedule of Activities

- a. The Schedule of Activities is shown on Page 3 of the RFP.
- b. Pre-Proposal Meeting today.
- c. Inquiry Timeline – all inquiries must be submitted in writing by 5:00 pm (Mountain Standard Time) on January 5, 2022. Written responses to inquiries will be distributed through an Addendum by 11:00 am on January 7, 2022.
- d. Proposal due by 3:00 pm (Mountain Standard Time) on January 10, 2022.
- e. Opening Proposals and Evaluation – between January 17 and 21, 2022.
- f. Selection of Contractor – February 2022
- g. Award of Contract and Estimated Notice to Proceed Date – April 2022

5. Project Description & Scope of Work

- a. Project Plans are available for download from the Navajo DOT website (<https://navajodot.org/rfp%2Frfg>).
- b. Specifications – Standard Spec. for Construction of Roads and Bridges on Federal Highway Projects (FP-14).
- <https://highways.dot.gov/sites/fhwa.dot.gov/files/docs/federal-lands/specs/12851/fp14.pdf>
- c. Funding Source is Sihasin Funds.



Navajo Division of Transportation
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January 4, 2022, 10:00 am

- d. **Scope of Work consists of:** The proposed work consists of grade, drain, aggregate base course, hot asphaltic concrete pavement and miscellaneous construction as called for in the design plans and specifications for this 0.075-mile (396 foot) roadway project located in San Juan County, NM, Navajo Nation. The project site is located 13.8 miles west of US 491 along BIA Route N13 (southwest of Shiprock, NM). There is an existing dirt access road and chain link fence at the location as shown below. The coordinates are 36°36'16.61"N; 108°55'42.72"W.
- e. **Completion Time – Four (4) months from Notice to Proceed.**
- f. **Bid Schedule –**
- **Water – Contractor will be responsible for computing his own water quantities and then basing his bid on his own computed quantities. No separate measurement or payment of water will be made.**
 - **Contractor Quality Control – the Unit by which this item is paid is “Lump Sum.” The Contractor will be responsible for computing the necessary testing required per the specifications and determine a total project cost for this bid item.**
 - **A Quality Control Manager (QCM) will not be required of the Contractor. Wilson will be serving as the QCM on this project.**
 - **Temporary Traffic Control – No bid item is established for this work, the cost for this work shall be considered incidental to the contract. No separate measurement or payment will be made.**
6. **Coordination with BIA Navajo Region Branch of Transportation (NRBOT)**
- a. **Project was designed by Wilson & Company who will maintain the Engineer of Record responsibilities.**
 - b. **BIA permits will be required to gain access to the site.**
 - **NDOT and Wilson will be completing the BIA Access Permit prior to construction.**
7. **Utility Coordination – The Contractor is responsible for all utility coordination. See Section 107.02 of the FP-14 Specifications.**
8. **Navajo Nation Business Regulatory Department –**
- a. **Navajo Business Opportunity Act - The link to the NN site is below:**
<http://www.navajobusiness.com/pdf/DngBus/BusRegultry/Opportunity%20Act.pdf>
9. **Review of Request for Proposal**
- a. **Page 2 - proposals must be submitted to Navajo DOT at the address shown. Electronic proposals will not be accepted.**
 - b. **Page 10 - all work performed on this project is subject to the 6% Navajo Sales Tax.**
 - c. **Pages 5 & 6 – evaluation procedure and criteria, including the scoring criteria.**



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- d. **Page 6 – the proposals will be opened and evaluated in accordance with the Navajo Nation Business Opportunity Act.**
 - e. **Pages 9 & 10 – Proposal Format and Organization**
 - Proposal Format length will be increased from seven (7) to ten (10) single-sided pages per addendum.
 - f. **Proposal must be submitted in a sealed envelope.**
 - g. **Bid Schedule must be submitted in a separate sealed envelope clearly marked as “RFP Bid Number: 21-03-2441LE. Project Name: RED VALLEY TRANSFER STATION” and with Respondent’s information.**
 - h. **Davis Bacon Wage Rates apply for this Project. – NM20210035 published 6/17/21**
 - SAM.gov website is showing an error currently for this
 - Wilson will include the wage rates in the addendum if we can obtain them this week.
- 10. Addendum(s)**
- a. **Addendum(s) will be available for download from the Navajo DOT website. It is important that respondents check the Navajo DOT website for addendum(s).**
 - b. **Addendum Acknowledgement Form must be included in the Proposal.**
- 11. Any Questions?**
- Is there a nearby water source? No water source has been identified. The Contractor will be required to identify and obtain a water source.
 - Permits required? NDOT and Wilson will submit the BIA Access Permit for the Contractor.
 - Would a double chip-seal paved surface option be considered an option? In lieu of HMA. NDOT will consider this proposed VE option.
 - Mobilization – Can they park equipment in the fenced area? Yes, this area is available to the Contractor for use.
 - Status of environmental clearance? NDOT to determine status.
 - Proposal Format – Ten (10) single-sided pages is correct, not seven (7).



Red Valley Transfer Station – VIRTUAL Pre-Proposal Meeting

RFP #21-03-2441LE

January 04, 2022 10:00 am Sign-In Sheet

NAME / TITLE	COMPANY NAME	PHONE NUMBER / EMAIL
Joe Peterman, Roads Department Manager	Navajo Division of Transportation	505-371-8301 / jpeterman@navajodot.org
Johnny Pahe, Roads Dept. Contract Specialist	Navajo Division of Transportation	505-371-8301 / jpahe@navajodot.org
Brian Tsingine, Roads Dept. Engineer	Navajo Division of Transportation	505-371-8352 / briant@navajodot.org
Kent L. Grantsen, Project Manager	DCD, Capital Projects Mangt. Dept.	928-871-6740 / kgrantsen@nndcd.org
Derek Meier, Sr Project Manager	Wilson & Company	505-400-4618 / derek.meier@wilsonco.com
Matthew Meyers, Project Engineer	Wilson & Company	505-348-4078 / matthew.meyers@wilsonco.com
Curtis Bitsui, Owner	CB Emulsions	505-240-2170 / cbemulsion@gmail.com



**BID SCHEDULE
NAVAJO NATION DIVISION OF TRANSPORTATION**

PROJECT: RED VALLEY TRANSFER STATION ACCESS ROAD

Date: _____

LENGTH: 0.075 mile (396 feet)

ITEM	DESCRIPTION	Quantity	Units	Unit Bid Price	Total Price
15101-0000	Mobilization	All Required	Lump Sum		
15201-0000	Construction Survey and Staking	All Required	Lump Sum		
15301-0000	Contractor Quality Control	All Required	Lump Sum		
20304-1000	Removal of Structures and Obstructions	All Required	Lump Sum		
20401-0000	Roadway Excavation	200	CU YD		
20425-2000	Ditch, Excavation, Furrow Ditch	250	LF		
20414-0000	Subgrade Preparation	1,350	SY		
30101-2000	Aggregate Base Grading D	420	TON		
40301-0000	Asphalt Concrete Pavement (Complete in Place)	225	TON		
41101-5000	Prime Coat - Grade Penetrating Emulsified Prime (PEP)	3	TON		
60201-0800	24" Culvert Pipe	34	LF		
60210-0800	24" Culvert Pipe End Section	2	Each		
61902-0000	Gate, 25' Type 3 Steel Locking Gate	1	Each		
61903-0700	Cattleguard, 24 Feet	1	Each		
63302-2002	Signs, Steel Panels, Type 9 Sheeting	30	SQ FT		
63305-0400	Posts, Steel, 2-Inch x 2-Inch	60	LF		
63401a-0000	24" Stop Bar	30	LF		

Subtotal: \$ -

Navajo Nation Tax (6%): \$ -

Contractor Name

Total Bid Price: \$ -

ALTERNATE A- CHIP SEAL OPTION (USE IN LIEU OF ASPHALT)

ITEM	DESCRIPTION	Quantity	Units	Unit Bid Price	Total Price
40702-1100	CHIP SEAL, TYPE 2A	1,200	SQYD		
40301-0000	Asphalt Concrete Pavement (Complete in Place)	- 225	TON		

Subtotal: \$ -

Navajo Nation Tax (6%): \$ -

ALTERNATE A Cost Savings: \$ -

SCOPE-OF-WORK

The proposed work consists of furnishing all labor, material, equipment and incidentals necessary for construction of 0.075 mile of grading and subgrade, placement of aggregate base course, placement of hot asphaltic concrete, installation of drainage structure, cattleguard, gate, signs, striping and other miscellaneous work as called for in the design plans and specifications for this Project. The quantities listed for each item is estimated and the Unit Price is applicable to each as given in the Bid Schedule above. The final pay quantity measurements shall be rounded to the significant figures given in this bid schedule for the final pay estimate. Payment for work performed on Items furnished will be made in accordance with Sub-Section 109.05, Scope of Payment of FP-14. **The Unit Bid Price must include all water, overhead, profit, and bonding.**

"General Decision Number: NM20210035 06/18/2021

Superseded General Decision Number: NM20200035

State: New Mexico

Construction Type: Highway

Counties: Dona Ana and San Juan Counties in New Mexico.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	06/18/2021

ELEC0611-003 07/01/2014

	Rates	Fringes
ELECTRICIAN (Boom Operator).....	\$ 29.79	12.74

* TEAM0492-003 04/01/2021

SAN JUAN

	Rates	Fringes
TRUCK DRIVER (Dump).....	\$ 17.65	8.72

SUNM2011-003 08/25/2011

	Rates	Fringes
CARPENTER (Includes Form Work)		
Dona Ana.....	\$ 14.15	0.44
San Juan.....	\$ 13.42	0.44
CEMENT MASON/CONCRETE FINISHER....	\$ 13.65	0.26
ELECTRICIAN (Includes Traffic Signalization and Installation)		
Dona Ana.....	\$ 25.91	9.45
San Juan.....	\$ 24.46	8.56
HIGHWAY/PARKING LOT STRIPING: Includes Highway Line/Parking Lot Line Striping and Line Striping Truck Driver		
Dona Ana.....	\$ 15.44	0.35
San Juan.....	\$ 14.39	0.35
IRONWORKER, REINFORCING		
Dona Ana.....	\$ 22.61	6.03
San Juan.....	\$ 16.41	5.85
LABORER		
Common or General		
Dona Ana.....	\$ 11.95	0.35
San Juan.....	\$ 11.48	0.35
Flagger/Cone Setter.....	\$ 14.27	0.35
Mason Tender- Cement/Concrete.....	\$ 10.25	0.35
Pipelayer.....	\$ 17.13	5.04
POWER EQUIPMENT OPERATOR:		
Backhoe/Excavator/Trackhoe		
Dona Ana.....	\$ 17.74	0.26
San Juan.....	\$ 16.27	1.51
Bobcat/Skid Loader.....	\$ 14.56	0.26
Broom Sweeper.....	\$ 16.67	1.57
Grader/Blade.....	\$ 17.64	1.51

Loader(Front End).....	\$ 16.53	0.26
Mechanic.....	\$ 23.24	1.51
Oiler.....	\$ 22.08	8.72
Piledriver.....	\$ 16.26	0.26
Roller (Asphalt and Dirt)		
Dona Ana.....	\$ 16.27	1.51
San Juan.....	\$ 12.91	1.60
Trencher		
Dona Ana.....	\$ 15.22	0.26
San Juan.....	\$ 15.93	0.26

TRUCK DRIVER

Dump Truck		
Dona Ana.....	\$ 15.04	0.26
Flatbed Truck.....	\$ 13.30	0.26
Pickup Truck		
Dona Ana.....	\$ 12.14	0.26
San Juan.....	\$ 12.95	0.26
Water Truck.....	\$ 13.51	1.51

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

BID BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must not be later than bid opening date)

OMB Control Number: 9000-0045
Expiration Date: 8/31/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

- INDIVIDUAL PARTNERSHIP JOINT VENTURE
 CORPORATION OTHER (Specify)

STATE OF INCORPORATION

SURETY(IES) (Name and business address)

PENAL SUM OF BOND				BID IDENTIFICATION		
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NUMBER
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	FOR (Construction, Supplies or Services)	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the **Navajo Nation** (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	

INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	

SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

- This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
- (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.
- In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."