## **Invitation for Bid**

# furnishing labor and materials required for

Leahi Hospital Reflooring

IFB No. 16-026

Hawaii Health Systems Corporation State of Hawaii

June 15, 2016

#### **Invitation for Bid**

### Leahi Hospital Reflooring IFB No. HHSC FY 16-026

Leahi Hospital a division of the Hawaii Health Systems Corporation (HHSC) is requesting bids from qualified flooring companies to refloor various areas at Leahi Hospital located at 3675 Kilauea Avenue Honolulu Hawaii 96816.

The IFB may be obtained electronically from the following website: http://www.leahi.hhsc.org/procurement/notices/

A site visit is schedule for June 17, 2016 at 10:00 a.m. at the Leahi Hospital lobby area. The deadline for submission of written/emailed questions pertaining to the IFB is June 20, 2016.

All bids must be received and time stamped by HHSC by June 23, 2016 up to 2:00 p.m. Hawaii Standard Time. Bids shall be submitted to the Purchasing Office located in the basement of Maluhia at 1027 Hala Drive, Honolulu, Hawaii 96817. Bids via e-mail is acceptable and shall be sent to mkato@hhsc.org by the deadline.

Addenda to the IFB will be posted on the website listed above.

For any inquires, please contact Michelle Kato, Contracts Manager at (808) 832-3001 or by email at mkato@hhsc.org.

Leahi Hospital 3675 Kilauea Avenue Honolulu, Hawaii 96816

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### SECTION 1 ADMINISTRATION

#### 1.0 <u>INTRODUCTION</u>

This Invitation for Bid (hereinafter "IFB") is issued by the Hawaii Health Systems Corporation (hereinafter "HHSC"), a public body corporate and politic and an instrumentality and Agency of the State of Hawaii. All procedures and processes will be in accordance with HHSC Oahu Region policy and procedures.

In order for HHSC to accept Bidder's response in a timely manner, please thoroughly read this IFB and follow instructions as presented.

#### 1.1 IFB TIMETABLE AS FOLLOWS

The timetable as presented represents HHSC's best estimated schedule. If an activity of the timetable, such as "Closing Date for Receipt of Bids" is delayed, the rest of the timetable dates may be shifted. BIDDER will be advised, by addendum to the IFB, of any changes to the timetable. Contract start date will be subject to the issuance of a Notice to Proceed.

 IFB Public Announcement June 15, 2016
 Pre-Bid Orientation Leahi Hospital lobby area 10:00 a.m.
 Closing Date for Receipt of Questions June 20, 2016
 Closing Date for Receipt of Bids 2:00 p.m. at Maluhia June 23, 2016

SCHEDULED DATES

# 5. Contractor Selection/Award Notification (on/about) June 24, 2016 Contract Start Date July 1, 2016

#### 1.2 <u>AUTHORITY</u>

ACTIVITY

This IFB is issued under the provisions of the HHSC Hawaii Revised Statutes (HRS), Chapter 323F, HRS and its administrative rules. All BIDDERS are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed bid by any BIDDER shall constitute admission of such knowledge on the part of such BIDDER.

#### 1.2.1 IFB ORGANIZATION

This IFB is organized into five sections:

**SECTION 1: ADMINISTRATIVE** 

Provides information regarding administrative requirements.

**SECTION 2: SCOPE OF SERVICES** 

Provides a detailed description of goods and/or services to be provided and delineates HHSC and CONTRACTOR responsibilities.

**SECTION 3: BID FORMS AND INSTRUCTIONS** 

Describes the required format and content for submission of the bid.

SECTION 4: BID EVALUATION AND AWARD

Describes how bids will be evaluation and procedures for selection and award of

contract.

#### 1.3 HEAD OF PURCHASING AGENCY (HOPA)

The HOPA for HHSC, or designee, is authorized to execute any and all Agreements (Contracts), resulting from this IFB.

The HOPA for this IFB is:

Derek Akiyoshi Regional Chief Executive Officer Hawaii Health Systems Corporation

#### 1.4 DESIGNATED OFFICIALS

The officials identified in the following paragraphs have been designated by the HOPA as HHSC's procurement officials responsible for execution of this IFB, award of Agreement and coordination of CONTRACTOR's satisfactory completion of contract requirements.

#### 1.4.1 ISSUING OFFICER

The Issuing Officer is responsible for administrating/facilitating all requirements of the IFB solicitation process and is the <u>sole point of contact</u> for BIDDER from date of public announcement of the IFB until the selection of the successful BIDDER. The Issuing Officer will also serve as the Contract Manager responsible for contractual actions throughout the term of the contract. The Issuing Officer is:

Michelle Kato, Contracts Manager Maluhia1027 Hala Drive Honolulu, Hawaii 96817

e-mail: mkato@hhsc.org phone: (808) 832-3001

#### **1.5.1 CHARTER**

HHSC is a public body corporate and politic and an instrumentality and agency of the State of Hawaii. HHSC is administratively attached to the Department of Health, State of Hawaii and was created by the legislature with passage of Act 262, Session Laws of the State of Hawaii 1996. Act 262 affirms the State's commitment to provide quality health care for the people in the State of Hawaii, including those served by small rural facilities.

#### 1.5.2 STRUCTURE AND SERVICES

HHSC is organized into five operational regions and provides a broad range of healthcare services including acute, long term, rural and ambulatory health care services. As the fourth largest public health system in the country, HHSC is the largest provider of healthcare in the Islands, other than on Oahu, and is the only acute care provider on the Islands of Maui and Lanai. This solicitation includes Leahi Hospital on the island of Oahu.

#### **1.5.3 MISSION**

The mission of HHSC is to provide and enhance accessible, comprehensive health care services that are quality-driven, customer-focused and cost-effective.

#### 1.6 FACILITY INFORMATION

Detailed information pertaining to HHSC facilities is located at <a href="http://www.hhsc.org">http://www.hhsc.org</a>.

#### 1.7 SUBMISSION OF QUESTIONS

Questions must be submitted in writing via electronic mail, facsimile or post mail to the Issuing Officer no later than the "Closing Date for Receipt of Questions", identified in paragraph 1.1 in order to generate an official answer. All written questions will receive an official written response from HHSC and become addenda to the IFB.

#### **IMPORTANT**

BIDDER may request changes and/or propose alternate language to the attached <a href="HHSC General">HHSC General</a> and Special Terms and Conditions during this phase only. All requests will be presented to the <a href="HHSC Legal Department for review">HHSC Legal Department for review</a>. No requests to change the <a href="HHSC General or Special Terms">HHSC General or Special Terms</a> and <a href="Conditions">Conditions</a> will be entertained after the bids have been submitted or during the contracting process. All written questions and/or approved changes will receive an official written response from HHSC and shall be recorded as addenda to the IFB.

HHSC reserves the right to reject or deny any request(s) made by BIDDER.

Responses by HHSC shall be due to the BIDDER prior to notice of award.

Impromptu, un-written questions are permitted and verbal answers will be provided during pre-bid conferences and other occasions, but are only intended as general direction and will not represent the official HHSC position. The only official position of HHSC is that which is stated in writing and issued in the IFB as addenda thereto.

No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon.

#### **SEND QUESTIONS TO:**

Michelle Kato, Contract Manager e-mail: <a href="mailto:mkato@hhsc.org">mkato@hhsc.org</a>

#### 1.8 SOLICITATION REVIEW

BIDDER should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter, **excluding requests to revise the General or Special Conditions**, must be made in writing and should be received by the Issuing Officer, Michelle Kato, no later than the "Closing Date for Receipt of Bids" as identified in Section 1.1. This will allow issuance of any necessary amendments to the IFB. It will also assist in preventing the opening of bids upon which award may not be made due to a defective solicitation package.

#### 1.9 <u>IFB AMENDMENTS</u>

HHSC reserves the right to amend the IFB any time prior to the deadline date of the IFB. IFB Amendments will be in the form of addenda.

#### 1.10 CANCELLATION OF IFB

The IFB may be canceled when it is determined to be in the best interests of HHSC.

#### 1.11 PROTESTS

Any protest shall be submitted in writing to the HOPA as noted below.

A protest based upon the content of the solicitation shall be submitted in writing within five (5) working days <u>after</u> the aggrieved individual/business knows or should have known of the facts giving rise thereto; provided further that the protest shall not be considered unless it is submitted in writing prior to and not later than the "Closing Date for Receipt of Bid" identified in section 1.1.

A protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract. The notice of award, if any, resulting from this solicitation shall be posted at the following website: http://www.maluhia.hhsc.org/procurement/notices/, http://www.leahi.hhsc.org/procurement/notices/

Any and all protests shall be submitted in writing to the HOPA, as follows:

Derek Akiyoshi Hawaii Health Systems Corporation Oahu Region 3675 Kilauea Avenue Honolulu, Hawaii 96816

#### SECTION 2 SCOPE OF SERVICES

#### 2.0 INTRODUCTION

The purpose of this competitive solicitation is to award a single, fixed-priced Agreement to refloor various areas in Leahi Hospital.

The Contractor awarded an Agreement under this IFB shall be referred to as "CONTRACTOR" or "BIDDER".

#### 2.1 CONTRACT PERIOD

The contract period will be for a six month period upon the notice to proceed date. All work shall be coordinated with the HHSC Technical Representative.

#### 2.2 SCOPE OF SERVICES

BIDDERS shall provide reflooring services in various areas at Leahi Hospital pursuant to provisions set forth in this IFB and the HHSC General Conditions. The areas include: the Solarium on the  $1^{st}$ ,  $2^{nd}$ ,  $3^{rd}$ ,  $4^{th}$  and  $5^{th}$  Floors.

- 1. Prep floor (skim coat and emboss) to make surface as level as possible.
- 2. Install new luxury vinyl planks (LVT) over existing vinyl tile.
- 3. Install new 4" vinyl cove base
- 4. Provide transition molding where vinyl plank flooring ends.
- 5. Provide a one year workmanship and material guarantee.
- 6. LVP: Burke LVT 20 mil. (Island Koa) LVT20W-3051C or equal
- 7. Cove base: Burke Mannington 4" Rubber Cove Base (Abbey Stock colors TBD) or equal.
- 8. Adhesive: Burke BR-711 (LVP) and ATT cove base adhesive or equal.
- 9. Prep materials: Dependable Scimcrete and Parabond Latex Additive or equal.

Drawings of each area is attached as APPENDIX C.

#### 2.2.1 SAFETY REQUIREMENTS

- A. The Hawaii Occupational Safety and Health Law, Chapter 396, Hawaii Revised Statutes, effective May 16, 1972, as amended, is applicable and made a part of the Contract. Carefully read and strictly comply with its requirements.
- B. Protect the facility personnel, residents, participants and the public whenever power driven equipment is used. Ensure adequate safety precautions are used when operating any power driven equipment.

#### 2.2.2 CLEAN-UP

Rubbish and debris resulting from work shall be collected and disposed of by the Contractor at legal disposal areas away from the project site. Clean up and remove from premises all debris accumulated from operations from time to time and as directed by the HHSC Representative. Permission to provide on-site trash containers shall be granted by the Hospital and shall be placed where directed by the HHSC Representative.

#### 2.2.3 SANITARY FACILITIES

The Contractor shall be allowed to utilize on-site restrooms as directed by the HHSC Representative. The Contractor shall maintain the facility in clean and sanitary condition at all time. Failure to do so, may require the Contractor to provide portable temporary toilet facilities for the contractor's use.

#### 2.2.4 BARRICADE

- A. Erect temporary construction barricade(s) to prevent unauthorized persons from entering the project area and to the extent required by the HHSC Representative.
- B. Maintain temporary construction barricade(s) throughout the duration of the Work. During the course of the project, the HHSC Representative may require additional barricades be provided for the safety of the public. Contractor shall erect the additional barricade(s) at its own expense.

#### 2.2.5 CONSTRUCTION AIDS

Provide construction aids and equipment required by construction personnel and to facilitate execution of the Work including: scaffolds, ladders, ramps, platforms, railings, and other such facilities and equipment.

#### 2.3 TECHANICAL REPRESENTATIVE

The HHSC shall provide a Technical Representative to oversee the successful completion of contract requirements, including monitoring, coordinating and assessing CONTRACTOR performance; placing requests for services; and, approving completed work/services with verification of same for CONTRACTOR's invoices. Technical Representatives will also serve as points of contact for "technical" matters throughout the term of the contract. The Technical Representative is Mr. Ronald Kurasaki.

### **SECTION 3 Bid Forms and Instruction**

#### **General Instructions for Completing Forms**

- · Bids shall be submitted in the prescribed format outlined in this IFB
- No supplemental literature, brochures or other unsolicited information should be included in the bid packet.
- A written response is required for each item unless indicated otherwise.

#### 3.0 Bid Form

The bid form must be completed and submitted to HHSC by the required due date and time, and in the form prescribed by the HHSC. Facsimile transmissions shall not be accepted.

Interested bidders shall submit their bid under the interested bidder's exact legal name that is registered with the Department of Commerce and Consumer Affairs and shall indicate this exact legal name in the appropriate space on page 1 of the bid form. Failure to do so may delay proper execution of the Contract.

The interested bidder's authorized signature shall be an original signature in ink. If the Bid Form on Appendix A is unsigned or the affixed signature is a facsimile or a photocopy, the bid shall be automatically rejected.

#### 3.1 General Conditions

The HHSC General Conditions shall be incorporated into the Contract with the Successful Bidder. The HHSC General Conditions for Purchase of Goods and Services from Non-Healthcare Service Providers (Non-HRS 103D) may be reviewed at <a href="http://www.leahi.hhsc.org/procurement/general-conditions/">http://www.leahi.hhsc.org/procurement/general-conditions/</a>

#### 3.2 Bid Bond

A bid bond is required if the bid amount (including alternates) exceed \$25,000. The bid bond shall be in an amount equal to at least five percent (5%) of the bid amount (including alternates). Bidder's may use the attached Surety Bid Bond (11/17/98) shown in APPENDIX D.

#### 3.3 Performance and Payment Bond

Performance and payment bonds shall be required for contracts \$25,000 and higher. At the time of the execution of the contract, the successful Bidder shall file good and sufficient performance and payment bonds, each in an amount equal to one hundred percent (100%) of the amount of the contract price unless otherwise stated in the solicitation of bids.

#### 3.4 Liquidated Damages

- A. In accordance with the General Conditions, upon failure to complete Work or any portion of the Work within the time or times fixed in the contract or extension thereof, the Contractor shall pay liquidated damages to the Department in the amount of \$100.00 per calendar day of delay.
- B. For failure to correct punch list deficiencies, within the time or times fixed in the contract or extension thereof, the Contractor shall pay liquidated damages to the HHSC, in the amount equal to ten percent (10%) of the liquidated damages per calendar day of delay.
- C. For failure to submit closing documents within the time or times fixed in the contract or extension thereof, it is agreed that the Bidder shall pay liquidated damages to HHSC in the amount equal to five percent (5%) of the liquidated damages per calendar day of delay.

(END OF SECTION)

### SECTION 4 BID EVALUATION AND AWARD

#### 4.0 Bid Evaluation

Each bid offer will be reviewed for exact conformity of the requirements in the IFB, known as a responsible bid. Information provided in/with the bid offer will be used to determine whether the interested bidder has the technical and financial capacity to deliver the goods or services, known as a responsive bid.

#### 4.1 Method of Award

#### METHOD OF AWARD

The contract will be awarded to the lowest responsive and responsible Bidder whose bid (including any alternates which may be selected) meet the requirements and criteria set forth in the solicitation documents and as determined by the HHSC.

In the event that the total lump sum base bid for of all bidders exceed the project control budget, the HHSC shall reserve the right to make an award to the apparent Low Bidder and seek additional funds and increase the project control budget or reduce the scope of work through negotiation to meet the project control budget.

#### **EVALUATION OF BIDS** (WITH ALTERNATES)

- 1. All bids will be evaluated on the basis of the same alternate item(s).
- 2. After adjusting for applicable preferences, the alternates, in the precedence order, are added to the total lump sum base bid price. This (these) sum(s) are compared to the project control budget, and must be within the project control budget.
- 3. If adding another alternate would make the aggregate amount exceed the project control budget for all bidders, that alternate will be skipped and the next alternate will be added, provided an award might be made within the project control budget. The procedure will continue, until adding any remaining alternates will result in the aggregate total amount for all the bidders to exceed the project control budget, or until no additional alternates remain.
- 4. The bidder with lowest aggregate amount, within the project control budget (after application of the various preferences), for the total lump sum base bid plus the alternates in the precedence order, is the "Low Bidder" for that project and is designated for award.
- 5. Additive Alternate EXAMPLE: The project control budget available is \$100,000. In the order of preference, alternates 1, 2 and 3 are additive alternates. After applying the preferences, the bids are ranked lowest price to highest price and are "Bid A", "Bid B", and "Bid C". Bid A's total lump sum base bid price and three additive alternates (in the precedence order) are \$80,000, \$16,000, \$10,000 and \$5,000 respectively. Bid B's total lump sum base bid and three additive alternates (in the precedence order) are \$82,000, \$10,000, \$9,000, and \$3,000 respectively. Bid C's total lump sum base bid price and three additive alternates (in the precedence order) are \$85,000, \$10,000, \$8,000, and \$4,000 respectively.

- a. In adding the alternates to the bids, alternate 1 is under the project control budget for all bids. The second alternate 2 is initially skipped since it would cause the aggregate amount of all bids to exceed the \$100,000. The third alternate 3 is added and the aggregate amounts, including base bid price plus 1 and 3, of both Bid B and Bid C, are under the project control budget.
- b. Bid A's aggregate total is \$101,000. Bid B's aggregate total is \$95,000. Bid C's aggregate total is \$99,000.
- c. Bid B's price including alternates 1 and 3 is the lowest bid price (over Bid C) and has an aggregate amount within the adjusted project control budget, and therefore the designated "Low Bidder" for the project.

Should the Lump Sum Base Bid of all bidders exceed the project control budget, the bidder with the lowest total lump sum base bid is designated the Low Bidder for the project.

#### OTHER CONDITIONS FOR AWARD

The HHSC reserves the right to reject any and/or all bids and waive any defects when, in its opinion, such rejection or waiver will be for the best interest of the HHSC;

The award of the contract shall be conditioned upon funds being made available for these projects and further upon the right of the HHSC to hold all bids received for a period of sixty (60) days from the date of the opening thereof, unless otherwise required by law, during which time no bid may be withdrawn.

#### **4.2** Contract Execution

Upon receipt of the Contract document, the CONTRACTOR shall have ten (10) business days to execute and return the Contract to the Issuing Officer. Explicit execution instructions will accompany the Contract. A copy of the fully executed Contract will be provided the CONTRACTOR within seven (7) business days of Contract execution.

Award of Contract may be withdrawn if the CONTRACTOR is unable to meet Contract execution requirements.

## SAMPLE BID TRANSMITTAL COVER LETTER

Dear Ms. Kato,		
(Name of Business)	proposes to provide any and all goods and services as set forth in the "Invita"	ition
for Bid" to furnish re	reflooring services in various areas at Leahi Hospital IFB No. 16-025, for which	
fees/costs have been	n set. The fees/costs offered herein shall apply from July 1, 2016 to December 31	,
2016.		
It is understood and	d agreed that (Name of Business) have read HHSC's Scope of Services desc	ribed
in the IFB and that	t this bid is made in accordance with the provisions of such Scope of Services	. Ву
signing this bid,	(Name of Business) guarantee and certify that all items included in thi	s bid
meet or exceed any	and all such Scope of Services.	
(Name of B	Business) agree, if awarded the contract, to provide the goods and service	es set
forth in the IFB; and	nd comply with all terms and conditions indicated in the IFB; and at the fees/cos	ts set
forth in this bid. The	he following individual(s) may be contacted regarding this bid:	
Other information:		
Address:	Federal Tax ID #:	
Phone No.:	Hawaii GET ID #:	
E-mail address:		
(Name of Business	ss) is a: Sole Proprietor Partnership Corporation Joint	
Venture Other <u>(Spe</u>	pecify)	
State of Incorporation	on is: (Specify)	
Year of Business sta	arted:	
The exact legal name	ne of the business under which the contract, if awarded, shall be executed is:	
(Authorized Bidder'	's Signature, Printed Name/Title; Corporate Seal or Notarized)	

#### **BID FORM**

After carefully examining the bid documents, the Bidder proposes to furnish at its own expense all necessary labor, materials, tools and equipment to complete the work.

Base Bid Second, Third, Fourth Floor (Solarium)		
	_DOLLARS (\$	).
Alternate No. 1 First and Fifth Floor (Solarium)		
	_DOLLARS (\$	).
Respectfully Submitted:		
Signature / Printed Name		Date
Title		

The Bidder must completely fill in the dollar amount for the Alternates. Where the work will be performed at no cost to the HHSC, fill in "\$0.00" as the dollar amount. If alternate dollar amounts are left blank, the proposal will be rejected as being an "irregular proposal".

In the event the Alternate is accepted, additional consecutive working days will be granted in accordance with the SCHEDULE AND COMPLETION OF WORK Section of this proposal.

#### OTHER CONDITIONS

Name of Business

- 1. Bidder agrees to pay liquidated damages to the HHSC to be specified.
- 2. By submitting this proposal, the Bidder is declaring that its firm has not been assisted or represented on this matter by an individual who has, in a County

IFB No. HHSC FY 16-026 Leahi Hospital Reflooring capacity, been involved in the subject matter of this contract in the past two years;

- 3. Anti-collusion certification. In accordance with HAR 3-122-192, by submitting this proposal, the Bidder is declaring that the price submitted is independently arrived at without collusion.
- 4. Certification for Safety and Health Program for bids in excess of \$100,000. In accordance with HRS 396-18, the Bidder certifies that its organization will have a written safety and health plan for this project that will be available and implemented by the Notice to Proceed date of this project. Details of the requirements of this plan may be obtained from the Department of Labor and Industrial Relations, Occupational Safety and Health Division (HIOSH); and
- 5. Upon the acceptance of the proposal by the HHSC, the Bidder must enter into and execute a contract for the same and furnish a Performance and Payment bond, as required by law.

#### RECEIPT OF ADDENDA

Receipt of the following addenda issued by the HHSC is acknowledged by the date (s) of receipt indicated below:

Addendum No. 1	Addendum No. 3
Date	<u> </u>
Addendum No. 2	Addendum No. 4

It is understood that failure to receive any such addendum shall not relieve the Bidder from any obligation under this Proposal as submitted.

### ALL JOINT CONTRACTORS OR SUBCONTRACTORS TO BE ENGAGED ON THIS PROJECT

The Bidder certifies that the following is a complete listing of all joint contractors or subcontractors covered under Chapter 444, Hawaii Revised Statutes, who will be engaged by the Bidder on this project to perform the nature and scope of work indicated and understands that failure to comply with this requirement may be just cause for rejection of the bid.

The Bidder further understands that only those joint contractors or subcontractors listed shall be allowed to perform work on this project and that all other work necessary shall be performed by the Bidder with his own employees. If no joint contractor or subcontractor is listed, it shall be construed that all of the work shall be performed by the Bidder with its own employees.

The Bidder must be sure that it has and that the subcontractor(s) listed in the proposal have all the necessary specialty licenses needed to perform the work for this project. The Bidder shall be solely responsible for assuring that all the specialty licenses required to perform the work are covered in its bid.

The Bidder shall include the license number of the joint contractors or subcontractors listed below. Failure to provide the correct names and license numbers as registered with the Contractor's Licensing Board may cause rejection of the bid submitted.

Complete Firm Name Joint Contractor or Subcontractor for Lump Sum Base Bid	License <u>Number</u>	Nature and Scope of Work to be Performed
Complete Firm Name Joint Contractor or Subcontractor for Lump Sum Bid – Alternate No. 1	License <u>Number</u>	Nature and Scope of Work to be Performed

END OF BID FORM

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## SURETY [BID] [PROPOSAL] BOND (11/17/98)

Bond No
KNOW TO ALL BY THESE PRESENTS:
That wo
That we,
as Offeror, hereinafter called Principal, and
as Surety, hereinafter called Surety, a corporation authorized to transact business as a Surety
in the State of Hawaii, are held and firmly bound unto,  (State/County Entity) as Owner, hereinafter called Owner, in the penal sum of
(Required Amount of Bid Security)
Dollars (\$), lawful money of the United States of America, 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 an offer for
(Project by Number and Brief Description)
NOW, THEREFORE:
The condition of this obligation is such that if the Owner shall reject said offer, or in the alternate, accept the offer of the Principal and the Principal shall enter into a Contract with the Owner in accordance with the terms of such offer, and give such bond or bonds as may be specified in the solicitation 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 as specified in the solicitation then this obligation shall be null and void, otherwise to remain in full force and effect.
Signed this day of,

(Seal)	
,	Name of Principal (Offeror)
	Signature
	Title
	Tiue
(Seal)	Name of Surety
	Signature
	Title
	• • • • •