

EAST MISSISSIPPI COMMUNITY COLLEGE BID FORM

Gym Floor Replacement - Keyes Currie Coliseum Scooba Campus

Bidder's Firm Name: _____

Certificate of Responsibility #: _____

Address: _____

City _____ State _____ Zip _____

Telephone: _____ Fax: _____

Contact Name: _____

Email: _____

Date of Site Visit: _____

1.1 Bidder shall include in their bid the cost of providing all labor, material, equipment, supervision, services, taxes, insurance, licenses, fees, overhead and profit, etc. necessary or incidentally required to meet the specifications set forth herein.

1.2 Contractor deems that all provisions set forth in the descriptive specifications have been met and upon signing verifies such.

1.3 It is understood that this bid shall remain in effect and may not be withdrawn for a period of sixty (60) days from the date of bid.

Total cost to remove and install as described in specifications:

\$ _____

Estimated Completion Time Including lead Times:

*(*Daily penalty of \$250 per day past specified date)*

Bid submitted by (Please Print Name): _____

Signature: _____

Date: _____

Title: _____

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID:

Bid Due Date: _____

Project (Brief Description Including Location): _____

BOND:

Bond Number : _____

Date: (Not Later than Bid Due Date): _____

Penal Sum: _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER:

(Seal)
Bidder's Name and Corporate Seal

By: _____
Signature

Print Name

SURETY:

(Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

Print Name

_____ Title

_____ Title

Attest: _____

Signature

Attest: _____

Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

EJCDC C-430 (2007 Edition)

Prepared by the Engineers Joint Contract Documents Committee

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any Performance and Payment Bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any Performance and Payment Bonds required by the Bidding Documents and Contract Documents, or

3.2 All bids are rejected by Owner, or

3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue a notice of award agreed to in writing by the Owner and Bidder, provided that the time for issuing notice of award including extension shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is required by Bidder and Surety, and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of

any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern

and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer or proposal as applicable.