GENERAL INSTRUCTIONS

1. Pursuant to Schedule A, the Bidder may be required to provide either a Bid Security or a Bid Bond.

BID SECURITY INSTRUCTIONS

1. If the Bidder elects to submit a Bid Security, the Bid Security shall be in the amount required pursuant to Schedule A and shall be provided in a form consistent with the Articles referenced therein.

BID BOND INSTRUCTIONS

1. If the Bidder elects to submit a Bid Bond, the Bid Bond shall be in the amount required pursuant to Schedule A and shall be provided in a form consistent with this Attachment.

2. Each executed Bid Bond shall be accompanied by:

    a) Appropriate acknowledgments of the respective parties; and

    b) An appropriate duly certified copy of the Power of Attorney or other certificate of authority where the bond is executed by agent, officer or other representative of the Principal and Surety; and

    c) A duly certified extract from the by-laws or resolution of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued; and

    d) A duly certified copy of the latest published financial statement of assets and liabilities of the Surety.

3. Acknowledgments and Justification of Sureties shall be affixed to the Bid Bond.

BID BOND

FORM

WE _____ hereinafter referred to as the "Principal," and _____ hereinafter referred to as the "Surety" are held and firmly bound to the CITY OF NEW YORK, hereinafter referred to as the "City," or to its successors and assigns, in the penal sum of _____ **($**_____**)** Dollars, lawful money of the United States of America, for the payment of which said sum of money well and truly to be made, we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit (or has submitted) to the City the accompanying bid, hereby made a part hereof, to enter into, a contract in writing for _____ _____.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said bid without the consent of the City for a period of forty-five (45) days after the opening of bids and, in the event of acceptance of the Principal's bid by the City the Principal shall:

A. Within ten (10) days after notification by the City, execute in triplicate and deliver to the City all the executed counterparts of the Contract in the form set forth in the Contract Documents, in accordance with the bid as accepted, and

B. Furnish a Performance Bond and a Payment Bond, as may be required by the City for the faithful performance and proper fulfillment of the Contract, which bonds shall be satisfactory in all respects to the City and shall be executed by good and sufficient Sureties, and

C. In all respects perform the Contract created by the acceptance of the bid as provided in the Information for Bidders, which is incorporated herein by reference or if the City shall reject the aforesaid bid then this obligation shall be null and void; otherwise it remains in full force and effect and the Surety shall fulfill its obligations under this Bid Bond.

In the event that the Principal's bid shall be accepted by the City and the Contract awarded to him, then the Surety hereunder agrees, subject only to the payment by the Principal of the premium therefore, if requested by the City, to write the aforementioned performance and payment bonds in the form set forth in the Contract documents.

It is expressly understood and agreed that the liability of the Surety for any and all claims under this Bid Bond shall in no event exceed the penal amount of this bid as stated herein.

In the event that the City accepts the Principal's bid, and either a Performance Bond, Payment Bond or both will not be required by the City on or before the thirtieth day after the date on which the City signs the Contract, there shall be no liability under the Bid Bond as to such Performance Bond or Payment Bond.

The Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and its bond shall in no way be impaired or affected by any postponements of the date upon which the City will receive or open bids, or by any extensions of the time within which the City may accept the Principal's bid, or by any waiver by the City of any of the requirements in the bid documents. The Surety hereby waives notice of any such postponements, extensions, or waivers.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this ____ day of _____, 20___**.**

_____ (LS)
Principal

(Seal) By: _____

_____
Surety

(Seal) By: _____

ACKNOWLEDGMENT OF CONTRACTOR—IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, 20___, before me personally appeared _____ to me known, who being by me duly sworn, did depose and say that he /she resides at _____, that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such corporate seal; that it was so affixed by order of the directors of said corporation, and that he/she signed his/her name thereto by like order.

_____

Notary Public

ACKNOWLEDGMENT OF CONTRACTOR—IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, 20___, before me personally appeared _____ to me known and known to me to be a member of the firm of _____ the firm described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

_____

Notary Public

ACKNOWLEDGMENT OF CONTRACTOR—IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, 20___, before me personally appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed same for the purpose herein mentioned.

_____

Notary Public