



### BID BOND

KNOW ALL PEOPLE BY THESE PRESENTS, that \_\_\_\_\_  
(a corporation of the State of \_\_\_\_\_) (individual), (partnership) (hereinafter referred to as  
the "Principal"), and \_\_\_\_\_, a corporation of the State of \_\_\_\_\_  
Name of Surety  
(hereinafter referred to as the "Surety"), are held and firmly bound unto the State of Wisconsin, for Department of  
Administration, Division of Facilities Development (hereinafter referred to as "DFD"), in the penal sum of ten  
percent (10%) of the amount of the total bid or bids of the Principal herein accepted by DFD, for the payment of  
which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns,  
jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the Principal has submitted, or is about to submit, to the  
State of Wisconsin a certain bid, including the related combined bids attached hereto and hereby made a part  
hereof, to enter into a Contract in writing for \_\_\_\_\_  
Type of Work  
for the \_\_\_\_\_  
Project

- (1) If said bid is rejected by DFD, then this obligation shall be void.
- (2) If said bid is accepted by DFD and the Principal shall execute and deliver a Contract in the form  
specified by DFD (properly completed in accordance with said bid) and shall furnish a bond for the  
Principal's faithful performance of said Contract, and for the payment of all persons performing labor or  
furnishing materials in connection therewith, and shall in all other respects perform the agreement  
created by the acceptance of said bid, then this obligation shall be void.
- (3) If said bid is accepted by DFD and the Principal shall fail to execute and deliver the Contract and the  
performance and payment bond noted in (2) above, all within the time specified or any extension  
thereof, the Principal and Surety agree jointly and severally to forfeit to DFD the penal sum mentioned  
above, it being understood that the liability of the Surety for any and all claims hereunder shall in no  
event exceed the penal sum of this obligation as stated. Notice will be given by DFD to the Principal  
and Surety of intent to request payment of all or any part of the penal sum, a minimum of 7 calendar  
days before making demand of payment. Payment of the penal sum by the Surety and its bond shall be  
received by DFD within 72 hours following demand by DFD.

The Surety, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way  
impaired or affected by an extension of the time within which DFD may accept such bid, and said Surety does  
hereby waive notice of any such extension.

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, on the day and year set forth below.

SEAL: \_\_\_\_\_  
Principal Date

By: \_\_\_\_\_

SEAL: \_\_\_\_\_  
Name of Surety Date

By: \_\_\_\_\_

NOTE TO SURETY AND PRINCIPAL: The bid submitted, which this bond guarantees, may be rejected if the  
following instrument is not attached to this bond: Power of Attorney showing that the agent of Surety is currently  
authorized to execute bonds on behalf of the Surety, and in the amounts referenced above.