

# BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ of \_\_\_\_\_,  
As Principal, hereinafter referred to as Principal, and \_\_\_\_\_ Company, a  
corporation organized under the laws of the State of \_\_\_\_\_, with its home office in the city  
and state of \_\_\_\_\_, as Surety and hereinafter referred to as Surety, are held and firmly  
bound unto Kansas State University as Obligee, hereinafter referred to as Kansas State University, in the sum of  
\_\_\_\_\_ dollars (\$\_\_\_\_\_ for the payment of which sum we as Principal and  
Surety bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.

WHEREAS, Principal is herewith submitting its proposal for

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as specified in the Kansas State University Contract Number \_\_\_\_\_.

IT IS THEREFORE the condition of this obligation that if Principal shall be awarded the contract, and fails within ten (10) days of the award to enter into a formal contract and give such good and sufficient bond as may be required to secure the performance of the terms and conditions of the contract, then the Principal and Surety will pay Kansas State University the difference in money between the amount of the bid of the Principal and the amount for which Kansas State University contracts with another party to perform the work if the latter sum is in excess of the former.

If the Principal shall be awarded the contract and within ten (10) days, enters into a formal contract and gives such good and sufficient bond as may be required to secure the performance of the terms and conditions of the contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

Principal \_\_\_\_\_

By \_\_\_\_\_  
Title

Surety \_\_\_\_\_

Address \_\_\_\_\_

By \_\_\_\_\_  
Attorney in Fact