RUS Form 254b	may be secured from at	from the date hereinbefore set for the opening
Summary and Classification Of Materials	upon payment of Dollars (\$) which payment will be refunded	of proposals, whichever period shall be the shorter. If such proposal is not one of the
Returned to Owner by Contractor from "I" Removal Units	to each bona fide bidder within ten (10) days	three low proposals, the bid bond or check
	after the bid opening. Additional sets of Plans and Specifications may be obtained	will be returned in each instance within a period of ten (10) days to the respective
Amounts to be Credited to Contractor for Materials Returned	upon payment of Dollars	Bidder.
10. Item Designation	(\$) which payment will not be	8. Contractor's Bond or Builder's Risk
11. Description of Material	subject to refund. The Plans and Specifications may be examined at the office	Policy: The successful Bidder will be required to execute two additional
12. Quantity 13. Item Value—Table D in Contract	of A copy of the loan contract may	counterparts of the Proposal and to furnish.
14. Total Credit to Contractor (No. 12 x No.	also be examined at the office of the Owner. 3. Manner of Submitting Proposals:	(a) For contracts in amounts in excess of \$100,000, a Contractor's Bond in the form
13)	Proposals and all supporting documents	attached to the Proposal with sureties listed
Returned Materials Declared Reusable by	required to be attached thereto must be	by the United States Treasury Department as
Engineer 15. Quantity of Items	submitted on the forms furnished by the Owner and must be delivered in a sealed	Acceptable Sureties, in a penal sum not less than the contract price.
16. Stock Card Item Price	envelope, addressed to the Owner. The name	(b) For contracts in amounts of \$100,000 or
17. Salvage Value (No. 15 x No. 16)	and address of the Bidder, its license number, if a license is required by the State,	less, either a Contractor's Bond or a Builder's Risk Policy, whichever the Owner has
Total (No. 14) Total (No. 17)	and the date and hour of the opening of bids	specified below: (Check One)
RUS Form 254c	must appear on the envelope in which the	Contractor's Bond
Tabulation of Net Amount of Materials	proposal is submitted. Proposals must be filled in in ink or typewritten. No alterations	Builder's Risk Policy
Furnished by Owner	or interlineations will be permitted, unless	9. Failure to Furnish Contractor's Bond or Builders Risk Policy: Should the successful
18. Item Designation 19. Description of Material	made before submission, and initialed and dated.	Bidder fail or refuse to furnish a Contractor's
19. Description of Material 20. Quantity	4. Familiarity with Conditions: Prior to the	Bond (or Builder's Risk Policy) satisfactory to the Owner within fifteen (15) days after
Actual Cost to Owner	submission of the Proposal, the Bidder shall	written notification of the acceptance of the
21. Unit Cost	make and shall be deemed to have made a careful examination of the site of the Project	Proposal by the Owner, the Bidder will be
22. Extended Cost (No. 20 x No. 21)	and of the Plans and Specifications, forms of	considered to have abandoned the Proposal. In such event, the Owner shall be entitled:
Amount Chargeable to Contractor at Contract	Construction Proposal and Acceptance, and Contractor's Bond on file with Secretary of	(a) To enforce the Bid Bond in accordance
Price	the Owner and shall become informed as to	with its terms, or (b) if a certified check has been delivered with the Proposal, to retain
23. Unit Cost 24. Extended Cost (No. 20 x No. 23)	the location and nature of the proposed	from the proceeds of the certified check the
25. Excess of No. 24 over No. 22	construction, the transportation facilities, the kind and character of the soil and terrain to	difference between the amount of the Proposal and such larger amounts for which
Total (No. 22)	be encountered, the kind of facilities required	the Owner may in good faith contract with
Total (No. 24) Total (No. 25)	before and during the construction of the Project, general local conditions, and all	another party to construct the Project. The
[End of clause]	other matters that may affect the cost and the	term "successful Bidder" shall be deemed to include any Bidder whose proposal is
§ 1726.329 Contract to construction	time of completion of the Project. Bidders	accepted after another Bidder has previously
buildings, RUS Form 257.	will be required to comply with all applicable statutes, regulations, etc.,	refused or has failed to furnish a satisfactory Contractor's Bond (or Builder's Risk Policy).
The contract form in this section shall	including those pertaining to the licensing of	10. Contract is Entire Agreement: The
be used when required by this part.	contractors and the so called "Kick-Back" Statute (48 Stat. 948) and regulations issued	contract, effected by acceptance of the Proposal, shall be deemed to include the
Contract to Construct Buildings	pursuant thereto.	entire agreement between the parties thereto,
Notice and Instructions to Bidders	5. Proposals will be accepted only from	and the Bidder shall not claim any
1. Proposals: Sealed proposals for the	those prequalified bidders invited by the Owner to submit a proposal.	modification thereof resulting from any representation or promise made at any time
construction, including the furnishing of all materials, machinery, labor and equipment,	6. Time of Completion of Construction:	by any officer, agent or employee of the
water, heat, utilities, transportation, and	The time of completion of construction of the Project shall be as specified by the Architect	Owner or by any other person. 11. Minor Irregularities: The Owner
other means necessary for construction of the building(s) listed below (hereinafter called	in the Proposal.	reserves the right to waive minor
the "Project") to be financed not to	7. Bid Bond: Each proposal must be accompanied by a bid bond in the form	irregularities or minor errors in the Proposal,
be financed pursuant to a loan	attached or a certified check on a bank that	if it appears to the Owner that such irregularities or errors were made through
contract between (hereinafter called the "Owner") and the United States of	is a member of the Federal Deposit Insurance	inadvertence.
America, by the Administrator of the Rural	Corporation, payable to the order of the Owner, in an amount equal to ten percent	Any such irregularities or errors so waived must be corrected on the Proposal prior to its
Utilities Service (hereinafter called the "Administrator") and designated as Project	(10%) of the maximum bid price. Each	acceptance by the Owner.
will be received by the Owner on	Bidder shall agree, provided its proposal is one of the three low proposals, that by filing	12. Rejection of Proposals: The Owner reserves the right to reject any or all
or before o'clock M	its proposal together with such bid bond or	proposals.
Time,, 19, at its office located at at which time and place the	check in consideration of the Owner's	13. Discrepancies: Where a discrepancy
proposals will be publicly opened and read.	receiving and considering such proposal, said proposal shall be firm and binding upon	appears between the sum of the Base Bids of each building and the Total Base Bid, the
The Rural Telephone Bank may also be a party to the loan contract.	each such Bidder and such bid bond or check	correct addition of the Base Bid price for
Name or Kind of Building	shall be held by the Owner until a Proposal is accepted and a satisfactory Contractor's	each building shall control. 14. The Owner Represents:
Location	Bond (or Builder's Risk Policy) is furnished	(a) If by provisions of the Proposal, the
2. Obtaining Documents: The Plans and	by the successful Bidder and such acceptance	Owner shall have undertaken to furnish any
Specifications together with all other necessary forms and documents for bidders	has been approved by the Administrator, or for a period not to exceed sixty (60) days	materials for the construction of the Project, such materials are on hand at locations