

APD ALERT



SURETIES, BONDS, AND CONSTRUCTION PROJECTS

Purpose

This alert replaces the former Facilities Contracts Branch CSOP 11-002 to provide information and guidance on bonds, sureties and the requirements for their validation and verification in construction contracts.

References

- The Miller Act, 40 U.S.C. 3131-3134
- Federal Acquisition Regulation (FAR) Part 28.1, Bonds and Other Financial Protections
- FAR 28.2, Sureties and Other Security for Bonds
- FAR 32.1, Non-Commercial Item Purchase Financing
- Treasury Circular 570, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies

Background

There are three (3) types of bonds utilized in construction contracts: bid (or bid guarantee), performance, and payment. Bonds provide the Government, prime contractor employees, and first tier subcontractors and suppliers protection from financial loss on construction contracts. The party who is liable for making payments to these parties is called the Principal (the construction contractor) and the party protected by the bond is called the Obligee (the Government).

Types of Bonds

1. **Bid Bond:** A bid bond or guarantee assures that the bidder will not withdraw its bid during the bid acceptance period and that the contractor will execute the subsequent contract and submit additional bonds as required. (Refer to FAR Part 28.101.) Bid bonds or guarantees are required when both performance and payment bonds are required and the contract award is estimated to exceed \$150,000. A bid bond or bid guarantee is required to be submitted with the bid/proposal. The FAR allows for submission of guaranteed, such postal money order, certified check, cashier's check, or an irrevocable letter of credit. The amount of a bid bond or guarantee must be at least 20% of the offer price but not more than \$3 million, whichever is less. Failure of a company to submit a bid bond or guarantee with their offer renders the offer noncompliant and it must be rejected.

For contracts between \$30,000 and \$150,000, bid bonds are not required unless the solicitation specifically requires them. Of special note, when the Government estimate is greater than \$150,000 and the solicitation is issued based on that estimate and states a bid bond is required, but a company submits an offer that is less than \$150,000 and does not submit a bid bond, the offer must be rejected as non-responsive since a bond was required by the terms and conditions of the solicitation.

2. **Performance Bond:** The Miller Act requires a performance bond be submitted for a construction contract whose value exceeds \$150,000. (Refer to FAR 28.102) It guarantees the Government that the prime contractor will perform the work under the contract and complete it in accordance with its terms and conditions. A performance bond also protects the Government in the event the contractor fails to pay its taxes. If the contractor is terminated for default, the Government usually holds the surety who issued the bond responsible for completing the contract within the cost of the original award.

The penal amount of a performance bond must be 100% of the contract price. When the contract price is increased, the amount of the performance bond must be increased by 100% of the amount of the change.

3. **Payment Bond:** The Miller Act requires prime contractors to post a payment bond on Government construction contracts exceeding \$150,000. (Refer to FAR part 28.102.) A payment bond guarantees that the prime contractor will make payment to its own employees and to subcontractors and suppliers for labor and materials. If the prime contractor fails to pay any of its employees, subcontractors or suppliers, those parties must file a claim with the surety against the bond for the outstanding payment(s), rather than the Government.

Payment bonds are not required for contracts below \$150,000 in value. However, some type of alternative payment protection is required, such as a payment bond, irrevocable letter of credit (ILC), tripartite escrow agreement, certificate of deposit, etc., and the solicitation must give contractors a choice from at least two (2) alternative payment

protection methods. The FAR emphasizes that Contracting Officers (COs) should give particular consideration to including an ILC as one of the alternatives. FAR Part 28.204-3 provides additional information on ILCs.

It should be noted that contractors are not precluded from submitting a payment bond as an alternative payment security and the government cannot require contractors to only submit a payment bond as the payment security. However, if a contractor submits anything other than a corporate surety bond, the CO should coordinate with the Office of General Counsel (OGC) to determine the validity and acceptability of the payment protection.

The penal amount of any payment bond or alternative payment protection must be 100% of the contract price. When the contract price is increased, the amount of the bond/payment protection must be increased by 100% of the amount of the change.

Types of Sureties

A surety is a company or a person who assumes the legal responsibility for the fulfillment of another's debt or obligation and becomes liable if the other party defaults. Surety companies must be authorized and qualified to do business where they are domiciled and in the jurisdiction where the bond(s) is issued. The surety does not have to be located in the state where the construction project is located. Refer to Note (c) on the Department of Treasury's Listing of Approved Sureties (Treasury Department Circular 570).

FAR Part 28.2 states that contractors may submit bonds from corporate sureties or individual sureties. Accordingly, COs are required to obtain adequate security for bonds (including coinsurance and reinsurance). Acceptable forms of security include corporate or individual sureties or, in lieu of sureties, any other type of security authorized by FAR Parts 28.202, 28.203, and 28.204.

1. **Corporate Sureties:** Corporate Sureties are usually banks or insurance companies that oftentimes have an established relationship with the contractor. Most contractors will submit bonds from corporate sureties. The only corporate sureties that are acceptable for bonds on construction contracts must be listed on the Treasury Department Circular 570. The list of approved sureties, along with supplements (updates) to this Circular, can be found at the following web site: <http://www.fms.treas.gov/c570/index.html>.

The penal sum of a bond may not exceed the underwriting limit stated in Treasury Department Circular 570. If it does, then a coinsurance or reinsurance agreement that confirms with Department of Treasury regulations (31 CFR 223.10 and 223.11), must be submitted to the CO. The reinsurer company must be certified and approved by the Department of Treasury. A list of certified reinsurance companies can be found on the same web site as the Treasury Department Circular 570. When reinsurance is required, the reinsuring company/surety must use Standard Form (SF) – 273, Reinsurance Agreement for a Miller Act Performance Bond; and SF-274, Reinsurance Agreement for

a Miller Act Payment Bond; to provide the necessary additional bonding amount. Refer to FAR Part 28.202 for additional information.

2. **Individual Sureties:** An individual surety is a person, as distinguished from a business entity. Bonds from individual sureties may be acceptable, but they must have enough assets to back the full amount of the bonds they issue. Assets that are generally acceptable include cash, certificates of deposit, irrevocable letters of credit from a federally insured institution, U.S. Government securities at market value, etc. Refer to FAR Parts 28.203-1 and 28.203-2 for a more extensive list of what are considered acceptable and unacceptable assets.

Bonds submitted by an individual surety must be submitted to OGC, along with the SF-28, Affidavit of Individual Surety, for an opinion regarding the adequacy and acceptability of the assets being pledged as security prior to acceptance as per FAR Part 28.203(f).

Since they are not corporate sureties, individual sureties are not eligible for listing on the Treasury Department Circular 570. This means that neither they nor their assets have been vetted or confirmed by a Federal agency, as would a corporate surety. Therefore, it is the CO's responsibility, in coordination with OGC, to determine the acceptability and sufficiency of the assets pledged.

Power of Attorney

A Power of Attorney (POA) is a written authorization to represent or act on another's behalf in private affairs, business, or some other legal matter. The person authorizing the other to act is known as the Principal and the party authorized to act for the principal is known as the agent or Attorney-in-Fact (AiF). A valid POA is required for a valid corporate surety bond. COs need to read the POA in order to ascertain its validity.

Sole Source 8(a) Contracts

It is not mandatory that a bid bond be required from an 8(a) contractor who will be awarded a contract on a sole source basis over \$150,000. (Refer to FAR Part 28.101-1(c)) If the requirement for a bid bond is to be waived, the CO must obtain approval from the applicable Business Service Center (BSC) Acquisition and Property Branch Chief and provide proper documentation which should be based on adequate market research. However, if an 8(a) company can provide a valid bid bond, there is very good chance that they will be able to provide valid performance and payment bonds which would demonstrate their financial wherewithal, thus avoiding a default termination if they cannot provide these bonds. See APD Alert 2012-12, Waiver of Bid Guaranteed on 8(a) Contracts, for additional information.

NOTE: Performance and payment bonds must never be waived for any construction contract over \$150,000.

Review and Verification

The CO is responsible for reviewing and determining the validity of all bonds submitted by contractors. The items below are just a general list of what must be verified. Attachments 2 and 3 contain checklists that can be used in the review and verification of all bonds and guarantees.

NOTE: These checklists are **not** all inclusive. Therefore, it is best to refer to FAR Parts 28.1 and 28.2 for additional information.

1. American Institute of Architects (AIA) forms are not acceptable bond forms for use on Federal contracts.
2. Only unmodified Standard Forms (e.g., SF-24, SF-25, and 25A) are acceptable for use as bonds from corporate sureties. The forms must not contain erasures, white-out markings, or any other type of alteration.

If a bond contains an addendum that adds a rider for terrorism coverage, it may be acceptable. However, any other type of rider or addendum must be coordinated with OGC for acceptability.

3. COs should pay particular attention to the name and address of the surety on the bond to ensure that the name and address of the surety company is an exact match with the name and address of the company listed on the Treasury Department Circular 570. There have been instances where a purported surety used a name that was very similar to a certified surety, which caused the bond to be worthless. If there are any doubts about the bond(s), the CO should contact the surety directly and ask for confirmation that the bond is authorized. The phone number for each surety is listed on the Treasury Department Circular 570.
4. Only original signatures by the Principal and corporate surety's Attorney-in-Fact are acceptable on bonds. Bonds with photocopied signatures are not acceptable and must be rejected because they create a question as to whether the surety agreed to bond the project. However, if the contractor's signature is missing, it may be waived as an informality so long as the bid itself is signed.
5. The absence of a corporate seal by the contractor or surety will not render a bond invalid. The contractor may furnish evidence after the fact that confirms the validity and authorization of the parties to sign the bond and confirm the stamp (copy or imprinted/raised) on the POA is acceptable (depending on the terms contained in the POA.)
6. There is a block on the bond forms for sureties to indicate any liability limits to there underwriting. If it isn't completed, it can be waived as an informality. (Treasury Department Circular 570 also lists each surety's underwriting limitation.) However, if the bonding limitation is less than the amount required, coinsurance or reinsurance

agreement certification for the protection of the Government is required to make up/cover the difference between the limitation and the required amount. This certification must be submitted within 45 days of the effective date of the original bond.

7. The POA must contain the name(s) of the AiF authorized to sign bonds on behalf of the surety company. The AiF must be located in a state where the surety is licensed to practice as identified on Treasury Department Circular 570. If the name of the AiF on the bond does not match the name(s) on the POA, the bond must be rejected. COs should also verify whether the POA places any limits on the dollar amount of any bonds the AiF is authorized to sign or the type of bonds they are authorized to sign, and if it authorizes printed copies of signatures and/or stamps.

The POA must be a professional document with no misspellings, white-out markings, or other alterations. If it states that it is only valid if it contains a water mark or marking; otherwise, it is invalid and the bond becomes invalid and must be rejected. The POA should contain a statement with a current date indicating that the POA is still valid.

8. COs must review the Excluded Parties List System (EPLS) on the System for Award Management (SAM) to ensure that individuals serving individual sureties are not suspended or debarred from doing business with the Federal Government. If they are on the EPLS, the bond(s) must be rejected.

Additional Bond-Related Issues

1. Additional Protection – Consent of Surety

If the contract price increase, the CO must secure any additional protection by directing the contractor to increase the penal sum of the existing bonds, obtain an additional bond, or furnish additional alternative payment protection. Consent of Surety is required when changes are made to the contract which increase the price. It ensures the surety's consent to extend the bond coverage accordingly and obtains the surety's acknowledgement that the bond continues in effect even after the changes are made.

Consent of Surety is obtained by using the SF-1414, Consent of Surety, when: (1) an additional bond is obtained from a surety other than the original surety; (2) when no additional bond is required but the contractor is required to increase the penal amount of the existing bond because the modification is for new work outside the contract scope; (3) when no additional bond is required and the scope is not changed but the contract price is increased or decreased by more than 25% or \$50,000; or (4) when a Novation Agreement is executed.

When a separate, additional bond is required and secured by the original surety, a Consent of Surety is obtained by using the SF-1415, Consent of Surety and Increase of Penalty.

The CO should send a SF-1414 or SF-1415 to the contractor with the contract modification for signature. The contract modification should not be signed by the CO unless it is accompanied by the SF-1414 or SF-1415 that has been properly completed and executed by the surety.

Attachment 4 has a checklist for Consent of Surety that can be used when contract modifications are issued that increase or decrease the amount of the contract. **NOTE:** This checklist is not all inclusive. Therefore, it is best to refer to FAR 28.106-5 for additional information.

2. Furnishing Information Concerning Bonds

The CO should provide the surety with the information they request regarding the progress payments made, percentage of completion, and status of the project since the surety has a vested interest in the status and condition of a project for which they have supplied bond protection. Any subcontractor or supplier on the project may also be provided information regarding the payment bond, such as the name and address of the surety. A copy of the payment bond may be provided to a subcontractor or supplier upon their request (verbal or written) as per FAR Part 28.106-6(d). A subcontractor on the project may also be given information concerning the status of progress payments and percentage of completion upon request.

3. Withholding Payments

FAR 28.106-7 advises that COs shall not withhold payments to prime contractors due to the prime's failure to pay their subcontractors and/or suppliers because the Miller Act is the subcontractors' and suppliers' sole remedy for non-payment. However, if lack of payment to subcontractors and/or suppliers has been significantly contributing to unsatisfactory progress of the work, COs may rely on FAR Part 32.103, Progress Payments under Construction Contracts, and FAR Clause 52.232-5, Payments under Fixed-Price Construction Contracts, at Paragraph (e), Retainage. These parts state that if a CO finds that satisfactory performance has not been made, a maximum of 10 percent of the amount of the payment may be retained until satisfactory progress is achieved.

4. Bond Premiums

Bond premiums vary from one surety to another, but range from one-half (1/2) of one (1) percent to five (5) percent of the amount of the contract, depending on the size, type and length of the contract, as well as the history of the contractor with the surety.

Contractors may be reimbursed for the cost of their payment and performance bond premiums. However, they must provide evidence they paid the surety in full, such as an invoice that is marked paid in full or some other direct proof that the invoice was paid. In no event shall a contractor be paid in advance for their bond premiums.

Applicable FAR Clauses

- FAR Clause 52.228-1, Bid Guarantee (in solicitations and contracts that require a bid guarantee)
- FAR Clause 52.228-2, Additional Bond Security (in solicitations and contracts when bonds are required)
- FAR Clause 52.228-11, Pledges of Assets (in solicitations and contracts which require bid guarantees, performance, or payment bonds)
- FAR Clause 52.228-12, Prospective Subcontractor Requests for Bonds (in solicitations and contracts which require a payment bond, except for contracts for the acquisition of commercial items)
- FAR Clause 52.228-14, Irrevocable Letter of Credit (in solicitations and contracts which require bid guarantees, performance, or payment bonds)
- FAR Clause 52.228-15, Performance and Payment Bonds – Construction (if the resultant contract is expected to exceed \$150,000) **or** FAR Clause 52.228-13 (if the project estimate exceeds \$30,000 but does not exceed \$150,000)

Government Accountability Office (GAO) Decisions

Attachment 1 contains a list and summary of some decisions issued by GAO regarding bond-related issues that have been raised previously.

APD POINT OF CONTACT

Acquisition Programs and Oversight Branch, E-mail at APOB@ars.usda.gov or phone at 301-504-1725.

4 Attachments

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Government Accountability Office (GAO) Decisions

Following are some GAO decisions that address issues that have been encountered previously:

B-286708, LAWSON'S ENTERPRICES, INC.: A bid was properly rejected when the solicitation stated that a bid bond is required, but the bidder did not submit a bond even though the bid price was less than \$100,000.

B-402227, TJ'S MARINE CONSTRUCTION, LLC: A bid was properly rejected as nonresponsive because the bid bond contained a copy of the surety agent's signature.

B-272179, FRANK AND SON PAVING, INC.: A bid that includes only a photocopy of the required bid bond is nonresponsive.

B-245659, THE RYAN COMPANY: 1.) A bid which fails to contain a signature in block 20A of the Standard Form (SF) 1442 may be accepted because a signature indicating the bidder's intent to be bound by the bid appears at block 30B of the SF 1442. 2.) A bidder's failure to sign or affix a corporate seal to an otherwise proper bid bond may be waived when the bond is submitted with a signed bid.

B-229973, PHILLIPS NATIONAL, INC.: 1.) A bidder's failure to sign an otherwise proper bid bond may be waived if the bond is submitted with a signed bid. 2.) The validity of a bond is not affected by the bidder's failure to affix a corporate seal to the bid bond.

B-401841, BW JVI, LLC: The bid of a joint venture (JV) was properly rejected where only one (1) party executed the bid bond when the JV agreement provided that both joint venture members were required to execute the bid bond.

B-208332, ATLAS CONTRACTORS, INC./NORMAN T. HARDEE, A JOINT VENTURE: A bid accompanied by a bid bond in the name of a joint venture consisting of a corporation and an individual must be rejected even though the individual signed the bid both as an officer of the corporation and a partner since all other parts of the bid indicated that only the corporation was the bidder and the presence of the two signatures on the bid at best made the bidder's identity ambiguous.

B-228193, MOUONT DIABLE CORPORATION, INC.: Where a bid is submitted in the name of one firm as a corporation but is accompanied by a bid bond in the name of the corporate bidder and an individual as a joint venture doing business under the corporate name, the bond is materially deficient. The obligation of the surety is unclear; therefore, the bid must be rejected as nonresponsive.

B-198915, DEPARTMENT OF AGRICULTURE, FOREST SERVICE-ADVANCE DECISION: The surety's liability would extend to both payment bond and performance bond where surety's Power of Attorney states that the attorney-in-fact, who signed bonds on behalf of

surety, was authorized to bind the surety by executing “bonds not exceeding” \$250,000. Since neither bond exceeded that amount, the Power of Attorney may be accepted as evidence of attorney-in-fact’s authority to execute each bond on behalf of the surety.

B-255361, SERVICES ALLIANCE SYSTEMS, INC.: When an original bid bond and a photocopied Power of Attorney, which by its own terms is valid and binding, are submitted together, the bid bond is enforceable.

B-227754, WEST GEORGIA INDUSTRIAL PIPING AND PLUMBING, INC.: The absence of a bidder’s and surety’s corporate seals from the bid and bid bond does not make a bid nonresponsive since evidence of a signer’s authority to bind bidding company or surety may be furnished after bid opening.

B-213870, STIMSON LUMBER COMPANY: Failure to submit a valid Power of Attorney with the bid bond is justification to reject bid as nonresponsive.

B-292992, HORIZON SHIPBUILDING INC.: A proposal was properly determined unacceptable where a purported individual surety bid bond contained an ambiguity as to the identity of the surety and where the bond was not accompanied by a Standard Form 28, Affidavit of Individual Surety, as required by the solicitation.

B-31305, TIP TOP CONSTRUCTION: An agency properly rejected bid as nonresponsive for lack of a valid bid bond where the contracting officer reasonably determined that the assets pledged by the surety, which were incapable of being placed in escrow, were unacceptable. (Affirmed by the U.S. court of Appeals for the Federal Circuit – <http://docs.justia.com/cases/federal/appellate-courts/cafc/08-5183/08-5183-2011-03-27.pdf?1301283219>)

Checklist for Bid Bonds/Guarantees
(Refer to FAR Parts 28.102 and 28.204 for additional info.)

Type of Bond/Surety: ____ Corporate ____ Individual ____ *Other: _____	Yes	No	N/A
Is the date of bond execution on or before date of bid opening/proposal due date? (If after bid opening/proposal due date, reject bond.)	___	___	___
If an Individual Surety, is it listed on EPLS? (If so, reject bond/guarantee.)	___	___	___
If an Individual Surety, is SF-28, Affidavit of Individual Surety, included? (If not, reject bond.)	___	___	___
If a Corporate Surety, is it on the proper form, SF-24? (If not, reject bond.)	___	___	___
Is bond form (SF-24) modified, altered, or have corrections? (If so, reject bond.)	___	___	___
Is penal amount at least 20% but less than \$3 million? (If not, reject bond.)	___	___	___
Is correct Solicitation Number listed? (If not, review for other confirming data and contact OGC for guidance.)	___	___	___
Does name and address of Principal/Contractor on bond match SF-1442? (If not, reject bond.)	___	___	___
Does business organization type info (corporation, partnership, etc.) match info in ORCA? (If not, contact company for verification.)	___	___	___
Does bond have signatures by both Contractor and authorized Attorney-in-Fact (AIF)? (If not by Contractor - may waive if bid is signed; if not by authorized AIF - reject bond.)	___	___	___
Are original signatures on bond form (SF-24)? (If photocopied signatures, reject bond.)	___	___	___
Does bond have Contractor's corporate seal? (If not, minor informality & may return for correction.)	___	___	___
If Corporate Surety, is it listed on Treasury Circular 570? (If not, reject bond.)	___	___	___
Does name and address of Corporate Surety exactly match Treasury Circular 570? (If not, reject bond.)	___	___	___
Is state of incorporation listed?	___	___	___
Is there a liability limit of Surety listed on bond or on Treasury Circular 570?	___	___	___
If the liability is limited, does it equal or exceed penal amount? If so, reject bond.)	___	___	___
Is Surety licensed in the state where Attorney-in-Fact is located? (If not, reject bond.)	___	___	___
Is Power of Attorney (POA) a professional document and included with bond? (If not, reject bond.)	___	___	___
Does POA have misspellings, corrections, or other alterations? (If so, reject bond.)	___	___	___
Does POA have limitations?	___	___	___
If there are bonding limitations on the POA, are those limitations stated on the bond? (If not, reject bond.)	___	___	___

(* May include Certified Check, Cashier's Check, Post Office Money Order, Irrevocable Letter of Credit (ILC), etc. Refer to FAR 28.204.)

Checklist for Performance and Payment Bonds
(Refer to FAR Parts 28.102 and 28.204 for additional info.)

Type of Bond/Surety: ___ Corporate ___ Individual ___ *Other: _____	Yes	No	N/A
Are the dates of bond execution later than contract award date? (If not, reject bond(s).)	___	___	___
If an Individual Surety, is it listed on EPLS? (If so, reject bond/guarantee.)	___	___	___
If an Individual Surety, is SF-28, Affidavit of Individual Surety, included? (If not, reject bond/guarantee.)	___	___	___
If a Corporate Surety, are proper forms used--SF-25 (Performance Bond) and SF-25-A (Payment Bond)? (If not, reject bond(s).)	___	___	___
Is either bond form modified, altered, or have corrections? (If so, reject bond.)	___	___	___
Is penal amount 100% of Contract amount? (If not, reject bond(s).)	___	___	___
Do bonds contain correct Contract Number and Contract award date? (If not, they can be returned for correction)	___	___	___
Does name and address of Principal/Contractor on bond match SF-1442? (If not, reject bond(s).)	___	___	___
Does business organization type info (corporation, partnership, etc.) match info in ORCA? (If not, contact company for verification.)	___	___	___
Does bond have signatures by both Principal and authorized Attorney-in-Fact (AIF)? (If not by Principal - may waive if bid is signed; if not by authorized AIF - reject bond.)	___	___	___
Are original signatures on bond forms? (If photocopied signatures, reject bond.)	___	___	___
Does bond have corporate seal? (If not, minor informality & may be returned for correction.)	___	___	___
If a Corporate Surety, is it listed on Treasury Circular 570? (If not, reject bond.)	___	___	___
Does name and address of Corporate Surety exactly match Treasury Circular 570? (If not, reject bond.)	___	___	___
Is state of incorporation listed?	___	___	___
Is there a liability limitation of Surety listed?	___	___	___
If the liability is limited, does it equal or exceed penal amount? (If not, contact Contractor for submission of coinsurance/reinsurance certificate(s).)	___	___	___
If co-insurance or re-insurance is required because of liability limit, is certificate included with bond? (If not, contact Contractor for submission of co-insurance/re-insurance certificate(s).)	___	___	___
Is bond premium amount listed on the back of the SF-25, Performance Bond?	___	___	___
Is Surety licensed in the state where Attorney-in-Fact is located? (If not, reject bond.)	___	___	___
Is Power of Attorney (POA) a professional document and included with bond? (If not, reject bond.)	___	___	___
Does POA have misspellings, corrections, or other alterations? (If so, reject bond.)	___	___	___
Does POA have limitations?	___	___	___
If there are bonding limitations on the POA, are they stated on the bond? (If not, reject bond.)	___	___	___

(* May include Certified Check, Cashier's Check, Post Office Money Order, Irrevocable Letter of Credit (ILC), etc. Refer to FAR 28.204.)

Checklist for Consent of Surety for Modifications that Increase/Decrease Contract Amount
(Refer to FAR 28.106-5 for additional info.)

Type of Surety: ___ Corporate ___ Individual ___	Yes	No	N/A
Is the Consent executed on the correct form – SF-1414 or SF-1415?	___	___	___
Is the Contract Number listed?	___	___	___
Is the Modification Number listed?	___	___	___
Is the Modification date listed?	___	___	___
If Individual Surety, is it listed on the EPLS? (If so, reject Consent.)	___	___	___
If Corporate Surety, is it listed on latest Treasury Circular 570?	___	___	___
Does the Surety have sufficient underwriting capability according to latest Treasury Circular 570?	___	___	___
If Individual Surety, does it have sufficient acceptable assets to pledge? (Coordinate with OGC.)	___	___	___
Are all Co-Sureties listed in Item 6 (SF-1414) or Item 10 (SF-1415)?	___	___	___
If SF-1415 – Is the increase in penalty of performance & payment bonds correctly listed in Item 6?	___	___	___
If SF-1415 – Does Item 5 contain all Co-Sureties & is the amount each is assuming listed in Items 6 & 7?	___	___	___
If Co-Sureties are Corporate Sureties, are all listed on latest Treasury Circular 570?	___	___	___
Are the dates of Consent the same or later than the Contractor's date on the modification?	___	___	___
Is the Corporate Principal's (Contractor) date on the Consent on or after their date on the modification?	___	___	___
Is the Contractor's name and address on the Consent & the same as in the Contract?	___	___	___
Is the name and title of the person executing on behalf of the Contractor the same as in the contract, or an authorized representative?	___	___	___
Is the Contractor's corporate seal affixed to the Consent (either adhesive seal or raised imprint)?	___	___	___
Is the Surety's name and address listed?	___	___	___
Is the name and address of the Surety exactly the same as on Treasury Circular 570?	___	___	___
Is the Surety's corporate seal affixed to the Consent?	___	___	___
Is the original POA attached to the Consent?	___	___	___
Is the POA date on the Consent on or after the Contractor's signature & date?	___	___	___
Did the Contractor and Surety fully complete and sign the Consent form?	___	___	___
Is the appropriate supporting documentation attached, e.g., POA or Certificate of Corporate Principal?	___	___	___