



MIAMI-DADE EXPRESSWAY AUTHORITY

3790 N.W. 21 St. Miami, FL 33142

www.mdxway.com

**BID PROTEST BOND**

MDX PROCUREMENT/CONTRACT NO.: \_\_\_\_\_

MDX WORK PROGRAM NO(S): \_\_\_\_\_

MDX PROJECT/SERVICE TITLE: \_\_\_\_\_

Bond No. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_ a (mark one)

- corporation,  joint venture,  partnership,  proprietorship,  limited liability company

organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to do business in the State of Florida and having its principal place of business at \_\_\_\_\_ as

PRINCIPAL; and \_\_\_\_\_ a

surety company, organized under the laws of the State of \_\_\_\_\_, and duly authorized to do business in the State of Florida, whose principal place of business is \_\_\_\_\_, as

SURETY, are held and firmly bound unto the MIAMI-DADE EXPRESSWAY AUTHORITY ("MDX" or "Authority") as OBLIGEE in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) for the payment of

which sum we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THIS BOND is issued under provisions of the MDX Procurement/Contract referenced above and the MDX Procurement Policy. The above-named principal has initiated a protest regarding the Miami-Dade Expressway Authority's (MDX) bid solicitation, bid rejection or contract award for the above-referenced project, which protest is conditioned upon the posting of a bond. The bond shall be conditioned upon the payment of all costs which may be adjudged against the person filing the protest in any action and/or any subsequent appellate court proceeding.

NOW, THEREFORE, the condition of this Bond is that if the Principal, after conclusion or termination of the protest process, court action and/or any appellate court proceedings regarding the protest, shall satisfy all costs and charges allowed by final order and or judgement, and interest thereon, in the event MDX prevails, then the obligation shall be null and void; otherwise to remain in full force and effect. MDX may seek relief in, or bring an action in a proper court on this bond for the amount of such liability, including all costs and attorneys' fees.

WITNESS the signature of the Principal and the signature of the Surety by \_\_\_\_\_ its \_\_\_\_\_  
\_\_\_\_\_ (Agent or Attorney-in-Fact) with the seals of said Contractor and Surety affixed  
this \_\_\_\_ day of \_\_\_\_\_ in the year of 20\_\_.

Principal Name: \_\_\_\_\_ (Affix Seal)

Authorized Signature: \_\_\_\_\_

Name & Title (Print): \_\_\_\_\_

\*Signature: \_\_\_\_\_

Name & Title (Print) : \_\_\_\_\_

\*In the event of a Partnership both signature and printed name of 2 partners must be affixed.

Organized and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida.

Countersigned: \_\_\_\_\_

Florida Resident Agent

Surety Company Name

(Print) \_\_\_\_\_

(Affix Seal)

Print information below (Florida resident Agent ONLY; whether in Attorney-in-Fact or Countersignature role):

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

Attorney-in-Fact (Surety)

Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Above Signatory is also Florida Resident (check if applicable and complete business name, address and telephone number block. If not, have such an agent countersign and complete block)

NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact must be attached.