GREATER MIAMI EXPRESSWAY

GMX PROCUREMENT/CONTRACT NO.: _____
GMX WORK PROGRAM NO.: _____
GMX PROJECT/SERVICE TITLE: _____
_____

PROCUREMENT PROTEST BOND

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 GREATER MIAMI EXPRESSWAY AGENCY ("GMX"") 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 GMX Procurement/Contract referenced above and the Procurement Policy. The above-named Principal has initiated a Protest regarding the GMX Procurement Process and/or the Solicitation Documents for the above-referenced contract, which Protest is conditioned upon the posting of a bond. The bond shall be conditioned upon the payment of all GMX costs, including attorneys' fees, incurred as of the filing of the Protest up to the conclusion or termination of the Protest process, and additionally any GMX costs, including attorneys' fees and expert witness fees, which may be incurred by GMX in any court action and/or any subsequent appellate court proceeding arising from the Protest, except if Principal prevails.

NOW, THEREFORE, the condition of this Bond is that if the Principal, within sixty (60) Calendar Days after conclusion or termination of the Protest process, shall satisfy all GMX costs and charges, and further, if the Principal after conclusion or termination of any court action and/or any appellate court proceedings regarding the Protest shall satisfy all GMX costs and charges including attorney's fees and expert witness fees and interest thereon, , in the event GMX prevails and/or the action is dismissed by the court or the protesting party before entry of a final judgement or adjudication on the merits, then the obligation shall be null and void; otherwise to remain in full force and effect. GMX 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 to enforce the Bond.

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_____

PROCUREMENT PROTEST BOND

PRINCIPAL

Principal Name: _____(Affix Seal)

Authorized Signature: _____

Name & Title (Print): _____

*Signature: _____

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STATE: _____

COUNTY: _____

The foregoing instrument was acknowledged before me this _____ of _____, 20____, by _____ on behalf of the Principal. He/She is personally known to me or has produced _____ as identification and who did/did not take an oath.

NOTARY: _____

Print Name: _____ Notary Seal

Commission Number: _____

My Commission Expires: _____

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

GREATER MIAMI EXPRESSWAY

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_____

PROCUREMENT PROTEST BOND

SURETY

FLORIDA LICENSED AGENT

Company: _____

By: _____
(Authorized Signature must be a Florida Licensed Agent)

Printed Name: _____

Title: _____

Date: _____

(Affix Seal)

OR BY ATTORNEY-IN-FACT

By: _____
(as Attorney-in-Fact of Surety)

Name: _____

Business Address: _____

Telephone: _____

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

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STATE: _____

COUNTY: _____

The foregoing instrument was acknowledged before me this _____ of _____, 20____, by _____ on behalf of the Surety. He/She is personally known to me or has produced _____ as identification and who did/did not take an oath.

NOTARY: _____

Print Name: _____ Notary Seal

Commission Number: _____

My Commission Expires: _____