

## **BID BOND**

*This form must be submitted in your bid. Failure to provide this form may result in immediate rejection of the bid.*

**KNOW ALL MEN BY THESE PRESENT** that we, \_\_\_\_\_ as their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto the ***Oxnard Union High School District***, hereinafter “the Obligee” for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

### **THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

**WHEREAS**, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as Bid #630 Thermal Body Scanners.

**WHEREAS**, subject to the terms of this Bond, the Surety is firmly bound into the Obligee in the penal sum of ten percent (10%) of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, as set forth above.

**NOW THEREFORE**, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for sixty (60) days after opening of said Bid Proposal: and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond (s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys fees.

**IN WITNESSS WHEREOF**, the Principal and Surety have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by their duly authorized agents or representatives.

\_\_\_\_\_  
(Principal Name) (Principal's Corporate Seal)

by:\_\_\_\_\_

\_\_\_\_\_  
(Type or print name of Principal)

Title:\_\_\_\_\_

\_\_\_\_\_  
(Surety Name) (Surety's Corporate Seal)

By:\_\_\_\_\_  
(Signature of Attorney-in-Fact for Surety) (Attach Attorney-in-Fact Certificate)

\_\_\_\_\_  
(Type or Print Name)

(\_\_\_\_\_)\_\_\_\_\_  
(Area Code and Telephone Number of Surety)