

**BID BOND**

**(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned \_\_\_\_\_, as Principal ("Principal"),

and \_\_\_\_\_

\_\_\_\_\_, as Surety ("Surety"),  
a corporation organized and existing under and by virtue of the laws of the State of  
\_\_\_\_\_ and authorized to do business as a surety in the State of California, are held  
and firmly bound unto the Stockton Unified School District ("District") of San Joaquin  
County, State of California, as Obligee ("Obligee"), in the sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

lawful money of the United States of America, for the payment of which sum well and truly  
to be made, we, and each of us, bind ourselves, our heirs, executors, administrators,  
successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a  
bid to the District for all Services specifically described in the accompanying bid for  
Comprehensive Transportation Charter Service Program Bid No. **25.1300** ("Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner  
required under the Bid Documents, after the prescribed forms are presented to Principal for  
signature, enters into a written contract, in the prescribed form in accordance with the bid  
and meets all other conditions to the contract between the Principal and the Obligee  
becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee  
from any damage sustained by the Obligee through failure of the Principal to enter into the  
written contract and to meet all other conditions to the Contract between the Principal and  
the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall  
be and remain in full force and effect. The full payment of the sum stated above shall be  
due immediately if Principal fails to execute the Contract within fourteen (14) days of the  
date of the District's Notice of Award to Principal.

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, or to the services to  
be performed thereunder, or the specifications accompanying the same, shall in any way  
affect its obligation under this bond, and it does hereby waive notice of any such change,  
extension of time, alteration or addition to the terms of the Contract or the call for bids, or  
to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the  
Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable  
attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety

**Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.**

END OF DOCUMENT