

 <b>Los Alamos</b> <small>NATIONAL LABORATORY</small> <small>EST. 1943</small>	<h2 style="margin:0;">BID BOND</h2> <p style="margin:0;"><i>(See instructions on second page.)</i></p>	<b>DATE BOND EXECUTED</b> <i>(Must not be later than bid or proposal due date.):</i>
<b>PRINCIPAL</b> <i>(Legal name and business address):</i>		<b>TYPE OF ORGANIZATION:</b> <i>(Check appropriate box.)</i> <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation <input type="checkbox"/> Other
<b>SURETY(IES)</b> <i>(Name[s] and business address[es]):</i>		<b>STATE OF INCORPORATION:</b>

PENAL SUM OF BOND					BID IDENTIFICATION
% of Bid Price	Amount Not To Exceed				Bid Date:
	Million(s)	Thousand(s)	Hundred(s)	Cents	Solicitation Number:
					For (Construction, Supplies or Services):

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government), and Triad National Security, LLC (hereinafter called Triad) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The Principal has submitted the bid identified above.

**THEREFORE:**

The above obligation is void if the Principal (a) upon acceptance by Triad of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the Principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays Triad for any cost of procuring the work that exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to Triad. Notice to Surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

**WITNESS:**

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

**PRINCIPAL**

Signature(s):	1.	2.	3.	Corporate Seal
Name(s) & Title(s) <i>(Typed):</i>	1.	2.	3.	

**INDIVIDUAL SURETY(IES)**

Signature(s):	1.	2.	3.
Name(s) <i>(Typed):</i>	1.	2.	3.

**CORPORATE SURETY(IES)**

Surety A	Name & Address		State of Inc.	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		

Surety B	Name & Address		State of Inc.	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		

Surety C	Name & Address		State of Inc.	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		

Surety D	Name & Address		State of Inc.	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		

Surety E	Name & Address		State of Inc.	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		

Surety F	Name & Address		State of Inc.	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		

### INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of Triad.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of this form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed \$3,000,000 dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.  
 (b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY (IES)." In the space designated "SURETY (IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.  
 (c) Where individual sureties are involved, two or more responsible persons shall execute the bond. A completed *Affidavit of Individual Surety* (GSA/FAR Standard Form 28) for each individual surety shall accompany the bond. Triad may require a surety to furnish additional substantiating information concerning their financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "CORPORATE SEAL" and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror".