

 <p><b>Los Alamos</b> NATIONAL LABORATORY EST. 1943</p>	<p><b>PAYMENT BOND</b> (See instructions on second page.)</p>	<p><b>DATE BOND EXECUTED</b> (Must be same or later than date of subcontract.):</p>								
<p><b>PRINCIPAL</b> (Legal name and business address):</p>	<p><b>TYPE OF ORGANIZATION:</b> (Check appropriate box.)</p> <p><input type="checkbox"/> Individual      <input type="checkbox"/> Partnership  <input type="checkbox"/> Joint Venture      <input type="checkbox"/> Corporation      <input type="checkbox"/> Other</p> <p><b>STATE OF INCORPORATION:</b></p>									
<p><b>SURETY(IES)</b> (Name[s] and business address[es]):</p>	<p><b>PENAL SUM OF BOND</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Million(s)</td> <td style="width: 25%;">Thousand(s)</td> <td style="width: 25%;">Hundred(s)</td> <td style="width: 25%;">Cents</td> </tr> <tr> <td colspan="2">Subcontract Date:</td> <td colspan="2">Subcontract #:</td> </tr> </table>		Million(s)	Thousand(s)	Hundred(s)	Cents	Subcontract Date:		Subcontract #:	
Million(s)	Thousand(s)	Hundred(s)	Cents							
Subcontract Date:		Subcontract #:								

**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.

The Surety (Sureties) acknowledge that the Principal is obligated to provide Triad with a Payment Bond equal to one hundred percent (100%) of the total subcontract price throughout the term of the Subcontract. Therefore, the Surety (Sureties) consent(s) to subcontract modifications that increase or decrease the subcontract price above or below the above stated penal sum and further agree that its (their) bond or bonds shall apply and extend to the subcontract as modified. The Surety (Sureties) will from time to time send a bond general status inquiry and will bill the Principal for any additional premium owed as a result of any increase to the subcontract amount since the last general bond status inquiry.

**CONDITIONS:**

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material, or both in the prosecution of the work provided for in the subcontract identified above, and any authorized modifications of the subcontract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

**WITNESS:**

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

**PRINCIPAL**

Signature(s):	1.	2.	3.	Corporate Seal
Name(s) & Title(s) (Typed):	1.	2.	3.	

**INDIVIDUAL SURETY(IES)**

Signature(s):	1.	2.	3.
Name(s) (Typed):	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, for the protection of persons supplying labor and material, is used when a payment bond is required under the 40 U.S.C. Chapter 31, Subchapter III, Bonds. 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 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. (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. Where more than one corporate surety is 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 this form, insert only the letter identification of the sureties.  
  
(b) 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 these sureties to furnish additional substantiating information concerning their financial capability.
4. 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.
5. Type the name and title of each person signing this bond in the space provided.