KNOW ALL MEN BY THESE PRESENTS, that *(Insert full name or legal title and address of Contractor)*

|  |  |
| --- | --- |
| Name: |  |
| Address: |  |
|  |  |

Hereinafter referred to as “**Contractor**”, and *(Insert full name and address of principal place of business of Surety)*

|  |  |
| --- | --- |
| Name: |  |
| Address: |  |
|  |  |

Hereinafter called the “**surety**”, are jointly and severally held and firmly bound unto *(Insert full name and address of Agency)*

|  |  |
| --- | --- |
| Name: |  |
| Address: |  |
|  |  |

hereinafter referred to as “**Agency**”, or its successors or assigns, in the sum of       ($     ), being the **Penal Sum** of the bond. For payment of the penal sum, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The Condition of this obligation is that Contractor and Agency have entered into an agreement dated       and identified by one or more of the following:

|  |  |
| --- | --- |
| State Solicitation Name: |  |
| State Solicitation No.: |  |
| State Contract No. |  |

Which agreement is by reference made a part hereof, and is hereinafter referred to as the **Contract**.

1. If Contractor shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of the Contract during the original term thereof, and any extensions thereof which may be granted by the Agency, with or without notice to the Surety, and if the Contractor shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Agency from all costs and damages which it may suffer by reason of failure to do so, including without limitation attorneys' and consultants' fees, and shall reimburse and repay the Agency all outlay and expense which the Agency without limitation, may incur in making good any failure to perform, then this obligation shall be void, otherwise to remain in full force and effect.

\* \* \* \* \*

2. Surety, for the value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to work to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on 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 to the work or to the specifications.

3. This bond, any dispute relating to this bond, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.

4. All disputes relating to this bond shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Surety may join in any proceeding brought under the Contract and shall be bound by the results thereof. Surety agrees that any act by either the Agency or the State of South Carolina regarding this bond is not a waiver of either the Agency’s or the State of South Carolina’ sovereign immunity or immunity under the Eleventh Amendment of the U.S. Constitution.

5. Agency and Surety consent that any process necessary or proper for the initiation or continuation of any administrative proceedings relating to this bond may be served by certified mail addressed to the address shown on the signature page. Process is deemed complete upon deposit in the United States mail. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the address shown on the signature page. Notice shall be deemed to have been made upon deposit with the United States Postal Service or upon actual delivery if delivery is made by hand.

6. In the event of Surety’s default on its obligations under this bond, Agency may recover from the Surety all costs, including reasonable attorney’s fees, incurred in enforcing the bond or collecting any amounts due Agency.

**IN WITNESS WHEREOF**, Surety and Contractor, intending to be legally bound hereby, subject to the terms stated herein, do each cause this Performance Bond to be duly signed and sealed on its behalf by its authorized officer, agent or representative.

DATED this       day of      ,  2      BOND NUMBER

*(shall be no earlier than date of contract formation, usually date of the final Statement of Award)*

|  |  |
| --- | --- |
| CONTRACTOR | SURETY |
| By:  (Seal) | By:  (Seal) |
| Print Name: | Print Name: |
| Print Title: | Print Title:  **(Power of Attorney MUST be attached.)** |
| Witness: | Witness: |

*(Additional Signatures, if any, appear on attached page)*