ADDENDUM ONE

DATE: April 06, 2017

RFP NUMBER: 2017-004 Custodial Services

RFP DUE DATE: May 08, 2017

The following changes and/or clarifications are hereby incorporated into the RFP. Your proposal must reflect the following:

CHANGE NUMBER ONE

Currently Reads:

Section 5.3

IMPORTANT NOTE: After 60 days advance written notice to Contractor, University may add additional areas or facilities to the Service Areas. The pricing for and the schedule for performance of the Custodial Services for any added areas or facilities will be mutually agreed upon by the University and the Contractor through an amendment to this Agreement. (See APPENDIX XX for additional information pertaining to these additions.)

Now Reads:

Section 5.3

IMPORTANT NOTE: After 60 days advance written notice to Contractor, University may add additional areas or facilities to the Service Areas. The pricing for and the schedule for performance of the Custodial Services for any added areas or facilities will be mutually agreed upon by the University and the Contractor through an amendment to this Agreement.

CHANGE NUMBER TWO

Currently Reads:

Section 4.16.5 Performance Bond
Performance Bond (APPENDIX [ ]). In accordance with Section 2252.064 Texas Government Code, Contractor will provide University with a performance bond in the full anticipated contract amount value for the initial term. Thereafter, the amount of the bond may be adjusted at the beginning of each contract term to reflect the remaining contract value. The bond will be issued by a surety company authorized to do business in the State of Texas and acceptable to the University's Representative in all respects. The bonds will be made payable to the University and conditioned upon the prompt and faithful performance of the Services and all of
Contractor's other duties and obligations under this Agreement, including payment of all subcontractors.

Now Reads:

Section 4.16.5 Performance Bond

Performance Bond (APPENDIX FIVE), in accordance with Section 2252.064 Texas Government Code, Contractor will provide University with a performance bond in the full anticipated contract amount value for the initial term. Thereafter, the amount of the bond may be adjusted at the beginning of each contract term to reflect the remaining contract value. The bond will be issued by a surety company authorized to do business in the State of Texas and acceptable to the University's Representative in all respects. The bonds will be made payable to the University and conditioned upon the prompt and faithful performance of the Services and all of Contractor's other duties and obligations under this Agreement, including payment of all subcontractors.

CHANGE NUMBER THREE

Added Performance Bond

APPENDIX FIVE

PERFORMANCE BOND

Surety Bond No.____________

STATE OF TEXAS $ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF $ That we, _________________________________, as Principal, and _________________________________, as Surety, are hereby held and firmly bound unto the State of Texas as Obligee in the penal sum of _________________________________ ($____________) for payment whereof the said Principal and Surety bind themselves, their heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a certain contract, hereto attached, and made a part hereof, with the State of Texas, acting by and through _________________________________, dated _________________, 20__, for _________________________________.

NOW THEREFORE, the condition of this obligation is such that, if the Principal shall faithfully perform the said contract in accordance with the plans and specifications and contract documents, and shall fully indemnify and save harmless the State of Texas from all cost and damage which the State of Texas may suffer by reason of Principal's default or failure so to do and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then this obligation shall be null and void, otherwise it shall remain in full force and effect.
In the event that the Principal is declared in default under the said contract, the Surety will within Fifteen (15) days of the State of Texas' declaration of such default take over and assume completion of said contract and become entitled to the payment of the balance of the contract price. Conditioned upon the Surety's faithful performance of its obligations, the liability of the Surety for the Principal's default shall not exceed the penalty of this bond.

The Surety agrees to pay to the State of Texas upon demand all loss and expense, including attorney's fees, incurred by the State of Texas by reason of or on account of any breach of this obligation by the Surety.

Provided further, that if any legal action be filed upon this bond, venue shall lie in the county where the said contract is to be performed.

Provided further, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the said contract, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise 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 said contract or to the work or to the specifications.

By signature hereon, if the amount of this bond exceeds $100,000, then the Surety attests that at the time the bond was executed (and Surety shall provide the Obligee with evidence of the following):

1. it was a holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or
2. had reinsured any liability in excess of $100,000 by a reinsurer holding certificate of authority from the United States Secretary of the Treasury.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this __________ day of __________________________ in the year ______, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Seal)

ATTEST:
By: ____________________________
______________________________
(Typed Name and Title)           (Typed Name and Title)

______________________________
(Seal)

Principal

______________________________
(Seal)

Surety
ATTEST:

By: ___________________________ By: ___________________________

(Typed Name and Title) (Typed Name and Title)

Surety's Texas Local Recording Surety's Home Office Agent or Servicing
Agent or Resident Agent:

(Signature) Name: ___________________________

(Typed Name) Title: ___________________________

License No. ___________________________

File No. ___________________________

Address: ___________________________

Telephone No.: ___________________________

Address: ___________________________

Telephone No.: ___________________________

PLEASE SUBMIT WITH YOUR PROPOSAL

Charles Brooks  Contract Specialist  817-272-2140

SIGNED: __________________________________________

COMPANY NAME: ________________________________________