

Midlothian ISD  
BEN # 140871  
FORM 470 # 210004058  
Addendum 2

Round ONE Questions received by 4pm on November 30, 2020 are below:

Question 1

Q: Confirm that bid should include 1 original and 1 USB, and that no further copies are needed.

A: That is correct

Question 2

Q: One of the items requested is a proposal Bond (if bidding services), but no further information is given in the RFP. Can they provide more information, clarify that item?

A: For any contractor that will be awarded the service portion of this bid, MISD will be requiring a performance and payment bond per the following requirements and form:

**Performance and Payment Bond Requirements**

- a) A bond shall be required for any proposal of products and services in which the District will retain ownership upon successful completion of the project.
- b) The successful Proposer will be required to produce a performance bond in the amount of 100 percent of the awarded services portion of the proposal. This bond must be furnished within 10 days of award.
- c) The successful Proposer will be required to produce a material payment bond in the amount of 100 percent of the awarded services portion of the proposal. This bond must be furnished within 10 days of award.
- d) Bond cost shall be included in Proposal amount.
- e) If Owner requires that bonds be secured from other than Proposer's usual sources, changes in cost will be adjusted as provided in Contract Documents.
- f) The Owner will accept no sureties that are in default or delinquent on any bonds or that are involved in any litigation against Owner.
- g) Not less than one corporate surety authorized to do business in State of Texas shall execute bonds.
- h) Each bond shall be executed by Proposer and the Owner.
- i) Should any Surety on Contract be determined unsatisfactory at any time by Owner, notice will be given to Contractor to that effect, and Contractor shall immediately provide new Surety at no additional cost and satisfactory to Owner. Contract shall not be operative nor will any payments be due or paid until approval of bonds has been made by Owner.
- j) Bonding Company shall be qualified as required by Article 11.4 of AIA 201 General Conditions and by any Supplementary Conditions.
- k) Bonds shall be executed acceptable bond documents as agreed to by the Owner.

PERFORMANCE BOND FORM

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

THAT we,

As Principal, and \_\_\_\_\_  
as Surety, are hereby held and firmly bound unto Midlothian ISD/Owner, hereafter called Oblige, in the penal sum of \$\_\_\_\_\_ which is the full amount of Principal's service contract with the named Oblige, for the payment of which sum the said Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally firmly by these presents.

WHEREAS, the principal has entered into a written contract dated \_\_\_\_\_ with Oblige named, to do and perform certain construction work as provided in said contract and the related plans, specifications, general conditions and other contract documents, all of which are by reference made a part hereof.

NOW, THEREFORE, the conditions of this Obligation is such that if the Principal shall faithfully perform all of the work in accordance with the plans, specifications general conditions and contract documents, and shall faithfully perform each, every and all other obligations incumbent upon him under the terms of said written contract referred to, and shall fully indemnify and save harmless the Oblige from all costs, expense and damage which it may suffer or incur because of Principal's default, or failure so to do, then this obligation shall be void, otherwise it shall remain in full force and effect.

In the event Principal shall default in the faithful performance of the work called for by said written contract, plans, specifications and contract documents, the Surety shall within 15 days of the determination of default (determined as provided in said contract, general conditions and contract documents) take over and assume completion of said contract, or within such 15-day period make other arrangements satisfactory with the Oblige for completion of the contract, and said Surety shall become entitled thereupon to the payment or benefit of the balance of the contract price as the same matures according to its terms.

The Surety, for the protection of the Oblige herein, waives notice of, and hereby consents to any subsequent modification or alteration both in the work to be performed by the Principal, and the consequent price or sums to be paid by the Oblige, as well as any other change, or amendment, addition or deletion in the contract documents during the progress of the work, including but not limited to all extensions of time or other indulgences permitted the Principal. Notwithstanding any other provision, the liability of the Surety on this bond shall never exceed the penal sum stated in first paragraph.

This Performance Bond is given in compliance with the terms and provisions of the Civil Statutes of the State of Texas, and this bond and all of the provisions herein contained shall be solely for the protection of the named Obligee, which has awarded the contract referred to.

The undersigned, corporate Surety, does by the execution of this Bond solemnly warrant and represent that it is duly authorized to do business in Texas.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Individual Principal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Corporate Principal)

ATTEST:

\_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
(President)

\_\_\_\_\_  
(Surety Business Address)

\_\_\_\_\_  
(Corporate Surety)

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_

NOTE:

1. This bond must be payable to the awarding authority, Midlothian ISD/Owner, as the named obligee, and it must be approved as to form by such awarding authority.
2. This bond must be furnished before any work is commenced.
3. Surety must be a corporate surety duly authorized to do business in Texas.
4. This PERFORMANCE BOND must be in the full amount of the contract, which it secures.
5. Attach Power of Attorney from Corporate Surety to this Performance Bond.