



Request for Proposals (“RFP”)
Uniform Rental and Laundering Services

RFP NO. 21-008

EVENT	DATE
Issuance of RFP	Thursday, July 22, 2021
1 st Publication Date	Thursday, July 22, 2021
2 nd Publication Date	Thursday, July 29, 2021
RFP Question Deadline (5:00 p.m.)	Friday, August 6, 2021
Deadline to Request Electronic Submission (2:00p.m)	Monday, August 9, 2021
Proposal Submission Deadline (10:00 a.m.)	Wednesday, August 11, 2021
Possible City Council Consideration/Award	Thursday, August 19, 2021

INTENT

The City of Brenham (hereinafter referred to as “City”) is issuing this document, a Request for Proposal (RFP) for uniform rental and laundering services from qualified firms to provide rentals for uniforms, carpeted logo entrance mats, and laundering services. For various departments in accordance with the specifications outlined in this document. Departments include but are not limited to, Electric, Maintenance, Parks, Streets, Gas, Wastewater Treatment, Water Treatment, Water and Wastewater construction.

RECEIPT AND OPENING OF PROPOSALS

Proposers shall submit **one (1) original and one (1) copy** of their proposal. The original proposal must be clearly marked “**Proposal for RFP No. 21-008**” and include an original signature, in ink, in order to be accepted. Proposals must be received in the City Secretary’s Office no later than **10:00 a.m. (CST) on Wednesday, August 11, 2021**. It is the Proposer’s sole responsibility to assure that the proposal is delivered in a timely fashion. Proposals received after this time will be rejected and returned unopened. There will be no public opening; however, the name of each proposal received will be read aloud for public record. **Any proposal received after 10:00 a.m. on Thursday, August 9, 2021, shall not be considered.**

Proposals should be prepared simply, providing straightforward, concise description of the Proposer’s approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposal should be on completeness, clarity of content and adherence to the presentation structure required by the RFP.

Proposals shall be delivered using one of the following methods:

Hand-deliver to:

200 W. Vulcan Street
Suite 203
Brenham, TX 77833

Mail to:

P.O. Box 1059
Brenham, TX 77834-1059
ATTN: City Secretary

Ship to (FedEx, UPS, DHL, etc.):

200 W. Vulcan Street
Brenham, TX 77833
ATTN: City Secretary

The City will accept electronic proposals via download into a secure electronic depository. Proposals submitted by e-mail will not be accepted. If a Proposer would like to submit electronically, they must notify the City no later than **2:00 p.m. on Monday, August 9, 2021**.

Notifications for electronic submissions must be sent to Kyle Branham, Purchasing and Fleet Supervisor, P. O. Box 1059 (200 W. Vulcan St.), Brenham, Texas 77834, or e-mailed to kbranham@cityofbrenham.org. All e-mails must indicate “ITB No. 21-008 – Electronic Submission Request” in the subject line. It is the sender’s responsibility to verify receipt of email; read receipt is acceptable.

CONTRACT TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

General Terms and Conditions for request for proposals from the City of Brenham may be found in Attachment “A” of this document. Should any contradiction be found to exist between those terms and conditions and the body of this RFP, the RFP will prevail.

INDEMNITY

The Contractor agrees to indemnify and hold harmless the City of Brenham and its officers, agents, and employees from any and all claims, causes of action, and damages of every kind, for injury to or death of any person and damages to property arising out of or in connection with the work done by the Contractor, and including acts or omissions of the City of Brenham, its officers, agents or employees in connection with said Contract.

H.B. 1295 COMPLIANCE

The Awarded Vendor for the contract shall comply with the requirements of Section 2252.908 of the Texas Government Code as adopted in 2015 as House Bill 1295. The law requires that a governmental entity may not enter in certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties to the governmental entity. The law applies only to a contract that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

Compliance with the law requires that the awarded Vendor utilize the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the complete form. The form must be signed and submitted to the contracting government entity.

The City of Brenham, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Vendor of Award by Council and request the completed Form 1295 within five (5) working days thereafter.

CHAPTER 220 COMPLIANCE

The Awarded Vendor for the contract shall comply with the requirements of Subtitle F, Title 10, Government Code Chapter 2270 and shall be required to provide conformation that the Vendor: Does not boycott Israel currently; and will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Beaumont, Texas. Pursuant to Section 2270.001, Texas Government Code:

Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly- owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The City of Brenham, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Vendor of Award by Council and request the required confirmation within five (5) working days thereafter. Confirmation shall, by reference, be included as a part of the contract.

INSURANCE

The awarded contractor shall obtain insurance as specified in Attachment “A” of this RFP and shall maintain coverage in full effect through the duration of the contract. Certificates of Insurance shall be provided to the City within five (5) working days of formal notice of award by the City.

CHANGES, QUESTIONS, AND INQUIRIES

Any and all questions regarding this RFP must be submitted in writing and addressed to Kyle Branham, Purchasing and Fleet Supervisor, P.O. Box 1059 (200 W. Vulcan St.), Brenham, Texas 77834, or e-mailed to kbranham@cityofbrenham.org. All e-mails must indicate “RFP No. 21-008” in the subject line. It is the sender’s responsibility to verify receipt of email. The deadline for submittal of questions regarding this RFP is **5:00 p.m. (CST) on Friday, August 6, 2021**.

No person has the authority to verbally alter the terms of this RFP. Any changes to this RFP will be made in the form of an Addendum which will be made available online at www.cityofbrenham.org. It shall be the responsibility of interested proposers to check the website for addenda up to the proposal submission deadline. The complete RFP and all Addendums will be posted on the City’s website.

METHOD OF AWARD

Proposals will be evaluated by the City. The City will consider the completeness of a proposal and how well the proposal meets the needs of the City. This RFP may be awarded either to the lowest responsible Proposer or to the Proposer who will provide goods or services at the best value for the City, in compliance with Texas Local Government Code, Section 252.043.

The City reserves the right to waive any informalities or technical errors, or consider alternate proposals and award as lump sum, individual basis, or any combination that in its judgment will best serve the interests of the CITY.

The City reserves the right to request that any Proposer clarify its proposal or supply any additional material deemed necessary to assist in the evaluation of the proposal.

The City reserves the right to make an award without further discussion of the submittals. Therefore, the proposal should be initially submitted on the most favorable terms the Proposer can offer. The Proposer selected will be expected to enter a contract with the City based on the City’s standard contract terms and conditions, attached hereto as Exhibit “A” to this RFP.

SCOPE OF WORK

The City of Brenham is seeking proposals for uniform rental services. This contract is intended for routine and continuous usage. The quantities are estimates based on the previous usage. These estimates are for acquainting the offeror with probable quantities to be expected during the contract period. Proposed quantities are estimates and may be subject to additions or deletions prior to award. No damage fees or replacement costs will be charged by the offeror except for loss by employee, or deliberate misuse of garment beyond normal wear and tear. All damaged garments must be made available for examination by a City of Brenham representative to make final determination as to the damage or replacement cost.

The intent of this RFP is to award a contract to a responsible proposer, whose proposal, conforming to this RFP, is most advantageous to the City, price and other factors considered. Should additional work be required that falls under the subject of the awarded contract during the contract term the City reserves the right to separately procure the individual requirements and subsequently requesting the vendor to submit a written proposal and upon approval, a purchase order will be issued to authorize the work.

SCHEDULE OF SERVICE REQUIRED

- Each person must be individually measured and fitted prior to first delivery of garments. During the first two weeks of service, vendor shall make necessary adjustments and provide necessary replacements at no additional cost.
- Furnish brand new never worn pants, jeans, shirts, and shop towels and for starting inventory; within 14 calendar days after fitting measurements have been taken.
- Provide cleaned uniforms, cleaned floor mats, and cleaned shop towels once per week per City of Brenham employee and location.
- Replace all irreparably damaged, or permanently stained, or worn-out uniforms with all brand new ones within 7-14 calendar days of pick up.

The successful proposer shall, at minimum, provide the City with the following services:

- Provide the City with “Uniform Rental and Laundering Services” as required herein, including but not limited to furnishing new shirts, pants, jeans, emblems, shop towels; measuring, fitting, hemming, taking in and letting out, adjusting, stitching, sewing, repairing; laundering, stain-removing, pressing; inventorying, delivering, picking up, and replacing uniforms.
- Provide the City with color coordinated carpeted entrance mats
- Provide and maintain “new” uniform lockers onsite at each location as required. This includes both clean garment and soiled garment lockers.

- Service complaints that are reported to the Contractor will be responded to within twenty-four (24) hours with a course of corrective action to be completed within 48 hours.

The City of Brenham, with notification, reserves the right to change the amount of uniforms due to additions and deletions of employees, and/or mats at our discretion without monetary penalties from the vendor, including option to terminate contract if service is unsatisfactory

This base proposal for the cleaning and rental of uniforms per week, per person for approximately **70 employees**.

PROPER FIT

Measure each City employee individually at City designation location to assure that the to-be-provided uniforms fit properly. Each employee will be individually measured by trying on sample uniforms to determine proper sizing, including any unusual sizes necessary to insure comfortable wear, and first-class appearance. Any size mistakes or corrections will be performed by the vendor at no additional charge.

Check with each City employee individually to assure that the provided uniforms fit properly; make necessary alterations to the uniforms at no additional cost.

After the initial acceptance of the uniforms fitting properly, the vendor must make necessary alterations or supply new never worn uniforms for employees whose uniforms no longer fit properly; at no additional charges.

STARTUP INVENTORY

Furnish startup inventory consists of new uniforms as follows:

Provide each employee with the following: 11 long sleeve shirts or 11 short sleeve shirts, 11 pants or jeans, or any combination of the tops and bottoms. (See current uniform description)

Provide various City Departments with 100 shop towels.

Note that new employees must be furnished with startup inventory of brand new never worn uniforms within two weeks at no additional prep charges or any other charge.

All Inventories shall remain the property of the Contractor, in the event that a uniform is damaged, and the City is being charged a replacement cost, the City should be given the option of keeping the damaged uniform at no additional cost.

GARMENT CONTROL IDENTIFICATION

Provide a garment control identification tag for each employee uniform and location as follows: Employee name, department, location, date uniform was placed into service, and service record of pick up, delivery, and repairs.

Ensure that the garment control identification permits the grouping together of uniforms by each employee and are deliverable to the correct location. A bar-coded identification label should be affixed to each garment and clean and soiled garments should be scanned to verify the completeness and accuracy of each delivery. A weekly report should be supplied to the internal point of contact.

UNIFORM PICK UP AND DROP OFF:

A laundry collection uniform locker for both clean and soiled work uniforms must be installed at each location. Pick up all to-be-laundered shop towels once a week; note only the number of shop towels that are actually being laundered are to be billable. Submit a numbered pick-up list of items to be picked up from each location.

Drop Off and Pick Up Locations

Street Department	1502 Blue Bell Road, Brenham, Tx 77833
Drainage Department	1502 Blue Bell Road, Brenham, Tx 77833
Wastewater Treatment	2005 Old Chappell Hill Road, Brenham, TX 77833
Parks Department	301 Jeffries St. Brenham, TX 77833
Wastewater Construction	1101 S. Austin St. Brenham, TX 77833
Water Construction	1101 S. Austin St. Brenham, TX 77833
Gas Department	1105 S. Austin St. Brenham, TX 77833
Electric Department	410 W. Second St. Brenham, TX 77833
Utility Services Tech	506 S. Austin. Brenham., TX 77833
Maintenance Department	506 S. Austin St. Brenham, TX 77833

UNIFORM CLEANING

On a weekly basis, the vendor will pick up soiled shirts, pants, rugs and shop towels, for laundering. Ensure that all uniforms and items are cleaned in a manner that is appropriate to remove all soils, dirt, grease, and oils without damaging the material to the point of detracting from the appearance of the uniform. Use, whenever possible, “Green” cleaning agents and never use cleaning agents that are potentially hazardous or harmful to health, property, environment, or finishes of any items being serviced. Uniforms which retain an offensive smell or residual odor, or excessive stains will not be acceptable and should be replaced at no additional cost. Ensure that all delivered uniforms are wrinkle-free; the City of Brenham may reject or not pay for any uniforms delivered with wrinkles. Any special orders for persons allergic to soaps, cleaning solutions, starches will be handled on an individual basis at no additional cost.

UNIFORM REPAIRING

Make repairs to all uniforms as required. Note that such repairs are for sewing and stitching of uniform seams or patches and replacement of buttons. Supply uniform repair tags that may be affixed to the to-be-repaired uniforms for each location at no additional cost

UNIFORM REPLACEMENT

Uniforms that are worn out, dingy in color, damaged, lost, or stained from cleanings or exchanges will be replaced at vendor's sole expense and the City of Brenham has the right to request these uniforms. Uniforms for that are damaged beyond repair, permanently visibly stained, or lost due to employee's misuse, will be replaced at the prorated uniform costs. Replacements uniforms requested by the City due to change of color, style, etc will be replaced at the prorated uniform costs.

Note: Uniforms shall be replaced with brand new never worn uniforms only.

UNIFORM DELIVERING

Provide hangers, and if necessary, plastic bags for all uniforms to be delivered to ensure that the uniforms are dry, clean, wrinkle-free, and ready to wear. Also provide hanger recycling stands. Ensure that the delivered uniforms are grouped together by each employee and department and delivered to the correct location according to the garment control identification.

Note that only the exact number of shirts, pants, shop towels, and rugs that were actually laundered, cleaned, repaired, replaced, furnished as new, wrinkle-free, and grouped and delivered to the correct City location are billable, NO EXCEPTIONS.

UNIFORM REJECTIONS

The City Representative may reject any items that do not meet the requirements of the proposal specifications. Reload rejected items immediately on the same delivery as they were originally being delivered. Pickup rejected items within 2 business days if such rejection was discovered by City after delivery was made. Restore to acceptable state or replace, as necessary, rejected items within 7 business days after the rejection was made, at Contractor's sole expense.

UNIFORM RETURN CONDITIONS

The City of Brenham shall notify the vendor of termination, leave or new hires by verbal or written notice. Garments of terminated employees shall be given to the pick-up driver within two (2) weeks of notice. No charges shall be made for the rental of the terminated employee upon return of uniforms. New hires shall be furnished with startup inventory of brand "new" uniforms without any additional charges for proper fit. Employees on extended leave, four (4) weeks or longer will not be charged rental until their resumption of duty. It is the sole responsibility of City of Brenham to notify the Vendor of leave and return dates, failure to notify the Vendor will result in additional rental fees. At the termination of the contract, all rental uniforms will be returned to the vendor within thirty (30) working days.

LOST/DAMAGED ARTICLES

State the full cost of each shirt, and pants. Prorate each uniform article by the number of weeks in service by taking the full the item and dividing it by 52 weeks and multiplying it by the number of weeks in service; Example: if a shirt is \$5.20 at full cost of replacement, \$5.20 divided by 52 weeks equals \$0.10 per week; if it has been in service for 26 weeks, then the prorated replacement cost is \$2.60. These prorated charges apply to any emblems on the uniform and are in addition to the weekly uniform rentals. Note that shop towels are not subject to prorating. If items are lost or damaged by any means by the City contractor shall charge the City for the then current replacement value for each item.

All garments and other rented items shall remain the property of the contractor.
 All garments that require replacement due to normal wear shall be replaced by the contractor at no charge to the city with a brand “new” garment.

UNIFORM DESCRIPTION

Provide each employee with the following: 11 long sleeve shirts or 11 short sleeve shirts, (Or any combination of the two), 11 pants and or jeans. Below are descriptions from our current providers specifications.

	Description
1	Mens Navy Polo
2	Womens Navy Polo
3	Red shop towels (100 per pack)
4	Light Blue Cotton Work shirt
5	Light Blue Polyester Work Shirt 65/35 Poly Blend
6	Light Blue RF Work Shirt (Electricians/Linemans_ Fire Resistant
7	Denim DK Jeans Relaxed fit blue Jeans
8	Wrangler Jeans Cowoby Cut Jean6820
9	Mens Industrial Navy Cotton Workpant
10	FR Industrial Navy work Pant Fire Resistant
11	FR Denim DK Jeans (Relaxed Fit blue Jeans) Fire Resistant
12	FR Wranglers (Cowboy Cut Jeans) Fire Resistant

*Please quote both men’s and women’s pants and shirt from above.

RENTAL OF ENTRANCE MATS

Rental of entrance mats. Rotated and cleaned weekly or when additionally requested - quantity and size as follows:

<u>Description</u>	<u>QTY</u>
<u>3 x 5 NAVY</u>	<u>6</u>
<u>2 x 3 BLACK</u>	<u>2</u>
<u>4 x 6 BLACK</u>	<u>4</u>
<u>4 x 6 NAVY</u>	<u>1</u>

*The City of Brenham may perform a one-time purchase of 4 x 6 entrance mats with the City of Brenham logo.

BILLING REQUIREMENTS & PROCEDURES

The requirements for the weekly and monthly billing of our accounts must be followed as noted.

There are approximately 7 delivery locations that require weekly invoices. Detailed weekly invoices noting the wearers name and garment inventory and weekly rental rate or the floor mat quantity, size and weekly rate must be prepared for each delivery location. Each invoice must be emailed to the corresponding department superintendent and a copy emailed to the purchasing supervisor. Monthly, a statement shall be prepared for our departments; The monthly statement will include each transaction for the month and provide current, 30,60,90 day, and total balance. This shall be emailed to Accounts Payable at AP@cityofbrenham.org and forwarded to the City of Brenham Purchasing Supervisor for review. Individual invoice copies for each location will be attached to each monthly statement to verify completeness and the accuracy of the charges.

ADDITIONAL WORK

Should additional work be required, which is beyond the scope of this RFP but is related to the overall contract, the vendor will be requested to submit a written proposal and upon approval, a purchase order will be issued to authorize the work.

ORGANIZATIONAL SUPPORT AND EXPERIENCE

This section shall contain all pertinent information relating to proposer's organization, personnel and experience that would substantiate the firm's qualifications and capabilities to perform the service required by the scope of this RFP. Please provide all the information requested, and tabbed as follows:

- Provide the firm name, address, and the names, contact information (addresses, telephone and facsimile numbers and e-mail addresses), relevant experience and proposed roles of those individuals who will be directly responsible for serving The City of Brenham on a day-to-day basis.
- Provide a brief history of your firm, specifically discussing your firm's experience with Municipalities.
- Provide three references from municipalities from current and/or past clients and discuss the services you have provided or are currently providing to them.

- Provide a list of all clients lost within the last three years which includes:
 - a) A contact name and telephone number
 - b) Length of service at the account
 - c) Reason for the loss

Describe any pending, concluded, or threatened litigation, administrative proceedings or federal or state investigations or audits, subpoenas or other information requests of or involving your firm or owners, principals or employees of your firm for the past five (5) years. Describe the nature and status of the matter and the resolution, if concluded. List any sanctions or penalties brought against your firm or any of its personnel (including suspension or debarment) imposed on your firm or any of its personnel by any regulatory or licensing agencies. Please include a description of the reasons for the sanction or penalties and whether such sanctions or penalties are subject to appeal. Please describe any potential conflict that may affect your service to the City of Brenham.

Oral Presentation - Agencies who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to representatives of the City of Brenham. This will provide an opportunity for the agency to clarify or elaborate on the proposal but in no way change the proposer's original proposal.

Financial Proposal

The proposal should detail all costs related for the services requested, as well as an estimate of any additional fees that may accrue over the course of the contract.

Clothing

Vendor shall provide City employees with eleven (11) sets of new and unused uniforms. Each employee shall be authorized five (5) uniform changes a week. Clothing, when first issued, whether at start of contract or to new employees, shall be new and of quality and processing must be comparable to generally accepted standard of the industry. Each offeror shall submit a policy for upgrade of uniforms due to excessive wear, soiled or torn clothing, and poor fitting. Offerors shall also submit number of days to supply initial clothing and start of service after contract award, as well as time needed to supply new employees' uniforms during contract period.

Brand Names

If items for which request for proposals have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Request for proposals offering "equal" products will be considered for award if such products are clearly identified in the request for proposals and are determined by the Purchasing Manager and requesting Department to be equal in all material respects to the brand name products referenced.

Emblems

Regular uniforms shall have two (2) embroidered emblems on each shirt. The employees name tag over the left shirt pocket. The other emblem shall be the City logo, which will be provided to the successful vendor, and shall be placed over the right shirt pocket.

Measurement

The vendor will measure all current and subsequent employees. Employees may select uniform shirt sleeve length at the time of initial order only. All alterations, mending and size exchanges on all uniforms shall be provided by the Vendor at no additional cost to the City. The vendor will provide a breakdown for any special garment price for tall size or oversize garments.

Samples

Vendors may be requested to provide samples.

Colors

Regular shirts shall be available in navy blue and light blue button-down work shirts. Pants shall be available in navy, and denim blue jeans. If different, please provide colors.

Catalog

Vendor shall submit a reasonable catalog with a selection of other items employees can have an option to upgrade their uniform inventory.

Delivery

All uniforms deliveries shall be once per week. Deliveries shall be made on the same day each week between 8:00 am and 3:30 pm at seven (7) locations. Holiday adjustments shall be made in advance. All garments shall be delivered on hangers. The Vendor shall provide each employee a count of uniforms turned in for service and returned from service each week. Failure to meet delivery requirements may result in termination of this contract.

Unsatisfactory Service

In the event that the City of Brenham receives deliveries of unsatisfactory service that are not quickly and routinely corrected, the Vendor shall have fifteen (15) calendar days from the receipt of written notice to resolve said problems. If said problem is not resolved by the Vendor, the City of Brenham may then terminate this agreement for nonperformance with fifteen (15) day written notice.

INSTRUCTIONS TO PROPOSERS

The City of Brenham requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualifications. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal.

Qualifications and Experience

Include description of your company's general understanding of the project, scope of services and tasks necessary to complete the service of providing uniform rentals for the City of Brenham. Include: (i) Company Profile – brief discussion of the company, its history and services offered; (ii) Experience – brief descriptions of services in regard to the providing, processing and delivering uniforms to the City. (iii) Proposer should submit any supporting documentation available and identify and list all special services offered.

Company's Fee

The City prefers a simplified discount pricing structure. All rates and fees must be listed. Describe how and when the fees apply. The City will not be responsible for paying any fees not specifically listed. The fees and charges presented shall remain firm for the original term of agreement with the following exceptions that shall be adjusted to reflect:

- Additional discounts available for increased volume

Provide fee schedule for services related and unrelated to RFP 21-008. Describe the basis on which the fees are calculated. Details of any alternate method of compensation your firm would consider.

- Replacement cost (damaged) fees
- Prep charges/ embroidery fees
- Restocking fees
- Up Charge fees for special garment sizes 2X and above on shirts or 44 and above on pants
- Special garment charge for tall or oversized garments
- Unreturned inventory
- Service charges per locations

Identify and list all special services and identify charges pertaining to such service.

- Uniform Insurance

EVALUATION CRITERIA

After request for proposals are opened and publicly read, the request for proposals will be evaluated and tabulated for comparison based on criteria listed below. The objective is to award the lowest responsible vendor or the best overall fit and value for the city.

- The purchase price.
- The reputation of the proposer and of the proposer's goods or services
- The quality of the proposers' goods or services
- The extent to which the goods or services meet the needs of the city.
- The proposer's past relationship with the city
- The proposer's ability to offer the exact brand or equal to existing products used.

Until final award of the Contract, the city reserves the right to reject any or all request for proposals, to waive technicalities, to re-advertise for new request for proposals, or to take other action deemed in the best interest of the City.

All proposals will be reviewed by City Staff. The staff shall review and rate all of the responses that are submitted. Proposers selected for a short list may be invited to attend an interview, at the proposers own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer and will not represent any decision on the part of the City Staff as to the selection of a successful proposer. Once proposals are scored, the staff will select finalists and decide whether interviews should be conducted. After interviews are performed, if needed, the evaluation team may request the finalists to submit a Best and Final Offer (BAFO).

Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked Vendor. The process shall continue until an agreement is reached with a qualified Vendor.

This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.

The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract. The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results.

Term of Contract

The contract shall remain in force and effect for a period of three (3) years, beginning the date of award of contract. Upon completion of the term of the original contract and with mutual agreement of both parties, the contract may be extended for up to two (2) additional one-year terms, five (5) years total, under the terms and conditions of the original contract. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

PROPOSAL SUBMISSION AUTHORIZATION

- An authorized representative must sign proposal, with the Proposer's address, telephone and email information provided. Unsigned proposals may not be considered.
- If the proposal is made by an individual, the name, mailing address and signature of the individual must be shown.
- If the proposal is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
- If the proposal is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
- The City reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.

The undersigned certifies that the information provided above is a true representation of its company's qualifications and agrees to comply with these assurances following award of the RFP.

Signature: _____

Printed Name: _____

Title: _____ Date: _____

NON-COLLUSION CERTIFICATE

STATE OF _____

COUNTY OF _____

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to the City of Brenham for consideration in the award of a contract on the improvement described as follows:

RFP NO. 21-008 – Uniform Rental and Laundering Service

(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

Sworn to before me this _____ day of _____, 2021.

Notary Public

NOTARY SEAL:

Difference

EXHIBIT A

TERMS AND CONDITIONS FOR BIDS

Definitions:

In order to simplify the language throughout this request for bids, the following definitions shall apply:

CITY – OWNER - Same as City of Brenham.

CONTRACT - An agreement between the City and a Vendor to furnish goods or services over a designated period of time during which repeated purchases may be made of the goods or services specified.

VENDOR – The successful Bidder(s) of this bid request.

Instructions:

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the City of Brenham Purchasing Department, unless otherwise specified elsewhere in this bid request.

Form:

Bids must be submitted on this form only. **Bidders are required to submit one (1) original and one (1) copy.** All bids submitted must be itemized with prices extended when practical. **BIDDER MUST RETURN THE ENTIRE ORIGINAL BID DOCUMENT WITH BID OR PROPOSAL.**

Bid Return:

Bid must be sealed, and to ensure proper recognition upon its arrival, list the Bid Number, Bid Description and the Bid Opening Date on the outside of your envelope.

Late Bids:

Bids must be received by the Purchasing Department prior to the time indicated on this form. Late bids will not be opened and will be returned to the bidder only upon written request.

Acceptance:

The City of Brenham reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous **in order to obtain the best value for the City.** Causes for rejection of a bid may include but are not limited to the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to timely perform its obligation under a contract with the City.

Bidders may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes:

1. Failure to use the proposal form furnished by the Owner;
2. Lack of signature by an authorized representative on the proposal form;
3. Failure to properly complete the proposal;
4. Evidence of collusion among proposers;
5. Omission of uncertified personal or company check as a proposal guarantee (**if Bid Bond required**); or
6. Unauthorized alteration of bid form.

Owner reserves the right to waive any informality or irregularity.

All bidders are hereby notified that the City of Brenham shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to the purchase price, the proximity of the bidder as it relates to bidder's ability to perform the contract for the City, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the extent to which the goods or services meet the City's needs, the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized business and non-profit organizations employing persons with disabilities, the total long-term cost of the City to acquire the bidder's goods or services, the bidder's past performance under contracts with the City, the bidder's compliance

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with City ordinances, and any relevant criteria specifically listed in this request for bid.

The City is committed to obtaining its goods, products and services at the lowest price possible which benefits all citizens of Brenham. Therefore, in order to accomplish this objective/goal, it is not the intention of the City to exclude particular vendors or manufacturers nor to create restrictive situations in its request for bids and proposals. Any manufacturer's name, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City shall be the sole judge on whether the alternate product and/or service is similar to, equal to and in compliance with that specified. The decision of the City shall be final.

Award of Contract:

The contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. The bid award may be based on, but not necessarily limited to, the following factors:

- a. the purchase price, including payment discount terms;
- b. the reputation of the bidder and of the bidder's goods or services;
- c. the quality of the bidder's goods or services;
- d. the extent to which the goods or services meet the City's needs;
- e. the bidder's past relationship with the City;
- f. the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- g. the total long-term cost of the City to acquire the bidder's goods or services; and

- h. any relevant criteria specifically listed in this request for bid.

The City prefers to award the entire contract to a single bidder; although, the City reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up contractor to be used in emergency situations in the event the primary contractor is unable to respond as needed.

Term of Contract:

This Contract shall become effective from date of acceptance and approval by the City of Brenham. It shall remain in force and effect with firm fixed bid prices for a period of one (1) year, beginning on the date of award of contract.

Extension of Contract:

Upon completion of the term of the original contract and mutual agreement of both parties, the contract may be extended for up to two (2) additional one (1) year terms (five (5) years total). The renewal will be under the same terms and conditions as the original contract. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

Assignment of Contract:

This contract cannot be transferred or assigned to another party without written consent of the City and may be subject to cancellation by the City if such consent is requested.

Contract Termination:

The City may terminate this Contract at any time upon thirty (30) calendar day's written notice. Upon the Vendor's receipt of such notice, the Vendor shall cease work immediately. The Vendor shall be compensated for the services satisfactorily performed prior to the termination date.

If, through any cause, the Vendor fails to fulfill its obligations under this contract, or if the Vendor violates any of the agreements of this Contract, the City has the right to terminate this

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Contract by giving the Vendor five (5) calendar days written notice. The Vendor will be compensated for the services satisfactorily performed before termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the Vendor's name from the bidder's list for receiving future bids.

No term or provision of this Contract shall be construed to relieve the Vendor of liability to the City for damages sustained by the City because of any breach of contract by the Vendor. The City may withhold payments to the Vendor for the purpose of setoff until the exact amount of damages due the City from the Vendor is determined and paid.

Reimbursements:

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing bids in response to this Request for Bids and the City will not reimburse responding firms for these expenses, nor will the City of Brenham pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Minority Owned Businesses:

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

Error-Quantity:

Bids must be submitted on units of quantity specified. In the event of errors in extended process, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

Quantities:

Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to

meet its needs without any adjustments in the unit bid prices.

Variations:

Any variation (deviation) from these specifications must be indicated on a separate form and be made part of the bid.

F.O.B. – Damage

Bids will not be considered unless bid F.O.B. delivered to Brenham, Texas. If shipping costs are not included in the unit bid price, bidder must give exact delivery cost, which is to be prepaid or added to the invoice. The City assumes no liability of goods delivered in a damaged or unacceptable condition.

Firm Prices:

Bidders must hold bid prices firm for 90 days after the bid opening date to allow the City sufficient time to award a contract. Once a Contract is awarded, the successful bidder must hold bid prices firm for the duration of the Contract. Sealed competitive bids may not be negotiated, amended or changed after the bid opening date.

Cooperative Agreements:

Successful bidder agrees to extend prices and terms to all governmental entities that have entered into, or will enter into, joint purchasing interlocal cooperation agreements with the City.

Authorized Signature:

Bids must show full firm name and mailing address of bidder and be manually signed by an authorized representative of the bidder. Firm name and authorized signature should appear on each page of bid where spaces are provided. Submission of a signed bid will be interpreted to mean that bidder has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

Withdrawal-Alteration Of Bids:

Bids cannot be altered after receiving time or opening time. No bid may be withdrawn after

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opening time without acceptable reason in writing and with the approval of the City Council.

Lump Sum Bids:

Lump sum bids will be considered only if unit prices are quoted also. However, the totals of such quoted unit prices and the lump sum bids will not be considered if the price quoted also involves prices of commodities requested on an entirely separate bid request.

All-Or-None Bids:

All-or-none bids will be considered only if bidder quoted prices on all items requested. If a bidder desires the City to consider an all-or-none bid, it must be stated in the bid document. All-or-none bids will not be considered if prices quoted involved prices of items and services requested on an entirely separate bid request.

Payment Of Invoices:

Invoices must be submitted by the successful bidder to the City of Brenham, Finance Department, P.O. Box 1059, Brenham, Texas 77835-1059. All invoices to be paid in full within thirty (30) days after satisfactory delivery and billing, whichever is the latter. The City will not be liable for payment of invoices received more than sixty (60) days after delivery of order, or completion of service.

Cash Discounts:

Bidders may quote additional cash discount terms. If no discount is shown, prices are to be assumed net. Discount period to be started from the date of completion of entire order or date of receipt of invoice, whichever occurs last regardless of date of invoice.

Taxes:

The City of Brenham is exempt from Federal Excise, State Sales and Transportation Taxes. TAX MUST NOT BE INCLUDED IN BID. The City upon request will execute Tax Exemption Certificates. The City of Brenham is statutorily exempt from State and Local Sales tax and a permit number is not required.

Delivery:

Bids must show the number of consecutive calendar days required to deliver the materials, services or equipment under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding bids. If delivery is not made within ten (10) days after number of days specified on bid, entire order may be canceled and bidder's name removed from mailing list.

All deliveries are to be made to the Central Warehouse located at 315 West Second Street, unless otherwise specified in the Bid Request or Purchase Order. Deliveries will be accepted only during normal working hours on normal working days. Unless otherwise indicated, items received must be new and in first-class condition. Types of materials normally packaged for protection and convenience in storage shall be in the proper containers.

Liability:

Vendor shall be liable for all damages incurred while in performance of the work to be performed hereunder. Vendor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees, from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person, vendor, or an employee of either parties hereto, and any loss of or damage to property, whether the same be that of either of the parties hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with the issuance of this order to Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificate of Insurance may be required for but not limited to Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance.

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Material Safety Data Sheets (MSDS):

MSDS's must be provided prior to or with receipt of order, and when revised. Containers must be properly labeled and identified in accordance with the OSHA Hazard Communications Standard. Improperly labeled containers will result in refusal of the shipment and possible change in vendors.

Patents, Franchises, etc.:

The successful bidder agrees to protect the City from any claim involving patent right infringements, copyrights or sales franchises.

No Bids:

If bidder is unable to quote, the bid form should be returned to the purchasing agent before opening time, and reason given for not bidding if bidder desires to bid on future purchases.

Addenda:

In the event of a needed change in the published documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum.

All published addenda shall be signed and included with your response package as acknowledgement of the addendum. Bidders are responsible for obtaining all published addenda from the City of Brenham Purchasing office. The City assumes no responsibility for the Bidders failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. The City's decision to accept or reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

Fiscal Funding:

The City operates and is funded on a fiscal year basis; accordingly, the City reserves the right to terminate, without liability, any contract for which funding is not available. Renewal of a contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts.

The City reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract. The fiscal year for the City extends from October 1st of each calendar year to September 30th of the following calendar year.

H.B. 1295 Compliance:

The Vendor for the Contract shall comply with the requirements of Section 2252.908 of the Texas Government Code as adopted in 2015 as House Bill 1295. The law requires that a governmental entity may not enter in certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties to the governmental entity. The law applies only to a contract that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

Compliance with the law requires that the Vendor utilize the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the complete form. The form must be signed, notarized and submitted to the contracting government entity

The City, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Vendor of Award by Council and request the completed Form 1295 within five (5) working days thereafter.

No Boycott of Israel:

By acceptance of this Contract, Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contacts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, the "Vendor Companies", boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to

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penalize, inflict economic hoard on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization:

Pursuant to Texas Government Code Chapter 2252, Subchapter F, Vendor affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

Conflict of Interest:

By doing business or seeking to do business with the City, Vendor acknowledges that they have been notified of the requirements of Chapter 176 of the Texas Local Government Code and that they are solely responsible for compliance.

Applicable Law and Venue

This Contract shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Washington County, Texas and venue for any lawsuit, claim or dispute arising out of the contract shall be in Washington County, Texas. Further, neither party will seek to remove such litigation to the federal court system by application of conflicts of laws or any other removal process.

Insurance

1. The Vendor shall procure and maintain at its sole cost and expense for the duration of the Contract insurance coverage for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its

officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include the City as an additional insured under its policy. All coverage for subcontractors shall be subject to all of the requirements stated herein. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.

2. Standard Insurance Policies Required:
 - a) Commercial General Liability Policy
 - b) Automobile Liability Policy
 - c) Workers' Compensation Policy
3. General Requirements Applicable to All Policies:
 - a) General Liability and Automobile Liability insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating Guide.
 - b) Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
 - c) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
 - d) "Claims Made" policies will not be accepted.
 - e) The City of Brenham, its officials, employees and volunteers, are to be added as "Additional Insured" to the General Liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
 - f) A Waiver of Subrogation in favor of the City with respect to Workers' Compensation Insurance must be included.
 - g) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior

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written notice has been given to the City.

- h) Upon request, certified copies of all insurance policies shall be furnished to the City.

4. Commercial General Liability

- a) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- b) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

5. Automobile Liability

- a) Minimum Combined Single limit of \$500,000.00 per occurrence for bodily injury and property damage.

6. Worker's Compensation

- a) Statutory

7. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. And shall contain the following provisions and warranties:

- a) The company is licensed and admitted to do business in the State of Texas.
- b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas Board of Insurance.
- c) All endorsements and insurance coverage according to requirements and instructions contained herein.
- d) The form of the notice of cancellation, termination, or change in coverage provisions to the City of Brenham.
- e) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

Workers' Compensation Provisions **(State law requires the following language in contracts on public works projects).**

DEFINITIONS:

Certificate of Coverage (certificate) – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the Project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractor" in 406.096) – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitations, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnished persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

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The Contractor must provide a certificate of coverage to the City **prior** to being awarded the contract.

If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

The Contractor shall obtain from each person providing services on a project, and provide to the City:

- a. a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates showing coverage for all persons providing services on the project; and
- b. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) calendar days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on a project, for the duration of the project;
- (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (d) obtain from each person with whom it contracts, and provide to the Contractor:
 1. a certificate of coverage, prior to the person beginning work on the project; and
 2. a new certificate of coverage showing the extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (e) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
- (f) notify the City in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (g) contractually require each person with whom it contracts, to perform as required by paragraphs (a) – (g), with the certificates of coverage to be provided to the person for whom they are providing services.

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By signing the contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the City to declare the contract void if the contractor does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the City.