



**Request for Proposal (RFP)**  
**Economic Development Services**  
**Release Date – Tuesday, August 13, 2024**  
**Due Date- Wednesday, August 28, 2024**

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**OVERVIEW**

The City of Brenham invites qualified and experienced economic development consultants to submit proposals to accomplish two tasks: 1) Assist in identifying targeted industries based on local competitive advantages for business expansion in Washington County, Texas and 2) Present appropriate site selection prospects based on these identified industries.

**BACKGROUND**

Washington County's population is 36,368 (Census.gov, 2022) and is transitioning from a rural county to suburban. With charming towns like Brenham, Burton, Chappell Hill, Washington and Independence, the region attracts visitors year-round, and it is becoming a focus for many who want to work and/or raise their families here.

Brenham is a historic city in east-central Texas. It is the largest city in Washington County with a population of 18,649 (Census.gov, 2022). It is the county seat. A part of the Washington County Bluebonnet Trail, Brenham is a scenic city on the eastern edge of the hill country and offers a pleasing combination of lifestyles—rural hometown, suburban amenities, urban restaurants and nightlife. Tourism is active in Brenham because of the live music venues, wineries, breweries, festivals, Texas history, and regionally acclaimed restaurants. Brenham, a regional shopping hub, offers a range of retail options from unique local boutiques to national retailers. With retail projects in development, the variety is growing! Brenham also lies in the midst of the Texas Triangle - one of eleven megaregions in the United States – formed by the four main cities in Texas which are Houston, Dallas-Fort Worth, San Antonio and Austin. This megaregion holds the majority of Texas' population, population growth and economy.

This proposal is being initiated by Brenham | Washington County Economic Development (BWEDO) which is a partnership between the City of Brenham and Washington County, Texas to

attract job creators to the region and ensure that the businesses here thrive. Information about BWEDO can be found at BrenhamED.com.

## SCOPE OF WORK

Using the City of Brenham's comprehensive plan and associated strategic plans from Washington County and other cities in the County, along with resources tied to the local health industry and available educational institutions, vendor will be asked to provide the following:

### Identification of Target Industries

Vendor will conduct an analysis of current successful industries in the County along with a look to future growth industries that could provide high-paying jobs for the region. Vendor will identify and consider competitive advantages by performing focus groups with local leaders. Some advantages may include: 1) presence of a local community college, 2) availability of land, 3) desirable downtown(s), 4) tourism, and 5) housing.

### Liaison Services to Identified Industries

Vendor will identify potential site selectors for these targeted industries and assist in pitching available land and commercial assets. Ultimately, the vendor will also provide introductions to site selectors to help elevate the conversation from proposal to close.

## SUBMISSION OF PROPOSALS

Interested agencies are requested to submit a comprehensive proposal at no cost to the City of Brenham. To assure consistency, proposals must conform to the following format:

1. **Cover Letter** – Introduce your agency and summarize your interest in the project.
2. **Introduction** – Demonstrate your understanding of BWEDO's needs and objectives with a proposed approach and methodology for this project.
3. **Agency Profile** – Include relevant experience, qualifications, and any other pertinent information.
4. **Expectations** – Describe what we should expect from you in terms of communication (when, how often, from who). Also, please describe what we should expect in terms of number of inquiries per month.
5. **Sample of Work** – Showcase samples of your previous work and what you propose for the BWEDO.
6. **Vendor Questionnaire** – Complete the questionnaire attached, ensuring that all questions are answered thoroughly.
7. **Fee Structure** – Provide a fee structure for your services. This schedule should include a description of the services offered for each rate.
8. **References** – Please provide three (3) but no more than five (5) organizations for which you have provided similar levels of service. Please include organization name, physical address, telephone number, email address and contact person's name.

9. **Contract** – Enclose a copy of your standard contract. Indicate any clause(s) that are conditional or non-negotiable.
10. **Detailed Scope of Work and Timeline** – Outline the specific tasks with performance metrics and an estimated project timeline that includes milestones.
11. **Table of Contents** – Include a table of contents for ease of navigation within your proposal.

## Submission Instructions

All proposals are to be submitted electronically via download into a secure electronic depository. Proposals submitted by e-mail will not be accepted. If a bidder would like to submit electronically, they must notify the City no later than 3:00 p.m. on Tuesday, August 27, 2024.

Notifications for electronic submissions must be emailed to Kyle Branham, Purchasing and Public Works Project Manager, at, [kbranham@cityofbrenham.org](mailto:kbranham@cityofbrenham.org). All e-mails must indicate “RFP No. 24-005 – Electronic Submission Request” in the subject line. It is the sender’s responsibility to verify receipt of email; read receipt is acceptable.

Proposals will be accepted until 5:00 pm on August 28, 2024. Late proposal submissions will not be accepted.

## INTERVIEW

The vendor must be available for an in-person or electronic interview, if warranted.

## EVALUATION CRITERIA AND AWARD

The proposals received will be evaluated and ranked according to the following criteria:

<b>Criteria</b>	<b>Maximum Points</b>
Experience	30
Work Performance	30
Interview	10
Capacity to Perform	10
Proposed Cost	20
<b>Total</b>	<b>100</b>

BWEDO may award this project in part to one or more vendors.

## TERMS AND CONDITIONS

The City of Brenham reserves the right to change, amend, supplement, or withdraw this RFP, as well as to reject any or all proposals and either reissue the RFP or discontinue the search for an agency.

The City of Brenham may request additional information or clarification from agencies and reserves the right to consider proposals or modifications thereof received at any time before an

award is made if such action will be in the best interest of the organization, costs and other factors considered.

The content of the proposal by the selected agency shall become contractual obligations if a formal contract ensues. Failure of the successful contractor to accept these obligations may result in the award's cancellation.

The chosen bidder will be bound by the Terms and Conditions for Proposals document – a copy of which is attached.

## **APPROXIMATE TIMELINE OF RFP PROCESS**

Release of RFP: August 13, 2024

Deadline for questions: August 23, 2024 @ 5:00pm (CST)

Any questions and/or inquiries about this request for proposals shall be emailed to [kbranham@cityofbrenham.org](mailto:kbranham@cityofbrenham.org). ***Answers will be available to the public until August 28<sup>th</sup>, 2024.***

All proposals due by: August 28, 2024

Electronic Submission Request: August 28, 2024, 3:00pm (CST)

Proposals opened August 28, 2024, 5:00pm (CST)

Interviews with finalists (if warranted): August 29, 2024 through September 5, 2024

Final selection: September 5, 2024

## **Vendor Questionnaire**

1. Provide a brief description of your agency.
2. What is your main area of expertise (economic development, events, tourism, other?)
3. What services do you provide overall?
4. Provide a list of key personnel and bios of those who would be assigned to this project.  
What are their individual billing rates?
5. If you have worked in the past or are working for another municipality, please provide a description of the work performed.
6. Do you have any potential account conflicts?

# TERMS AND CONDITIONS FOR PROPOSALS

## Definitions:

In order to simplify the language throughout this request for proposals, 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 Proposer(s) of this proposal request.

## Instructions:

The following instructions apply to all proposals 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:

Proposals must be submitted on this form only. **Proposers are required to submit one (1) original and one (1) copy.** All proposals submitted must be itemized with prices extended when practical. **PROPOSER 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 Proposal:

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

## Acceptance:

The City of Brenham reserves the right to accept or reject any or all proposals, 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 proposer's current violation of any City ordinance, the proposer's current inability to satisfactorily perform the work or service, or the proposer's previous failure to timely perform its obligation under a contract with the City.

Proposers 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 proposers 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 proposer as it relates to proposer's ability to perform the contract for the City, the delivery date, the reputation of the proposer and the proposer's goods or services, the quality of the proposer'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 proposer's goods or services, the proposer's past performance under contracts with

the City, the proposer's compliance 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 proposals 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 to the proposer 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 proposer and of the proposer's goods or services;
- c. the quality of the proposer's goods or services;
- d. the extent to which the goods or services meet the City's needs;
- e. the proposer'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 proposer'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 proposer; 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 (three (3) 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 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 proposer's list for receiving future proposals.

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 proposals in response to this Request for Proposals 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 proposals 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:**

Proposals 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/Conflicts:**

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

In the case of any conflict between these Terms and Conditions and the Contract between the City and the successful Proposer, the provisions of the Contract shall control.

#### **F.O.B. – Damage**

Proposals will not be considered unless proposals include F.O.B. delivered to Brenham, Texas. If shipping costs are not included in the unit bid price, proposer 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:**

Proposers 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 proposer must hold proposal prices firm for the duration of the Contract. Sealed competitive proposals may be negotiated, amended or changed after the proposal opening date.

#### **Cooperative Agreements:**

Successful proposer 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:**

Proposals must show full firm name and mailing address of proposer and be manually signed by an authorized representative of the proposer. 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 proposer has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

**Withdrawal-Alteration Of Proposals:**

Proposals cannot be altered after receiving time or opening time. No bid may be withdrawn after opening time without acceptable reason in writing and with the approval of the City Council.

**Lump Sum Proposals:**

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

**All-Or-None Proposals:**

All-or-none proposals will be considered only if proposer quoted prices on all items requested. If a proposer desires the City to consider an all-or-none bid, it must be stated in the bid document. All-or-none proposals 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 proposer 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:**

Proposers 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:**

Proposals 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 proposals. If delivery is not made within ten (10) days after number of days specified on bid, entire order may be canceled and proposer'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.

**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 proposer agrees to protect the City from any claim involving patent right infringements, copyrights or sales franchises.

**No Proposals:**

If proposer is unable to quote, the bid form should be returned to the purchasing agent before opening time, and reason given for not bidding if proposer 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. Proposers are responsible for obtaining all published addenda from the City of Brenham Purchasing office. The City assumes no responsibility for the Proposers 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 1<sup>st</sup> of each calendar year to September 30<sup>th</sup> 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 penalize, inflict economic harm 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 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.

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.

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.