PUBLIC NOTICE

Notice is hereby given that the County of Webb is now accepting bid for the Annual Contract for the following:

RFP No. 2010-06 **"Annual Contract Installation of Appliances"**

Bids must be submitted in one (1) original and three (3) triplicates in sealed envelopes to the Office of the Webb County Clerk's. Sealed envelopes must be marked (sealed –bid) with bid number and title on front of lower left-hand corner of envelopes.

Bids will either hand delivered or mailed to the following location:
Hand delivered or mailed to:

Webb County Clerk
Webb County Justice Center
1110 Victoria St. Suite 201
Laredo, Texas 78042-0029

Pre-bid meeting will be held **Tuesday May 18, 2010** at the Webb County Purchasing Department 1110 Washington St. suite 101 at 9:30 a.m.

Bids must be delivered no later than 2:00 P.M., **Thursday June 3, 2010** at which time all bids received will be opened and read to the public. Late bids will not be considered.

If additional information is requested please contact, Leticia Gutierrez at the Webb County Purchasing Department, 1110 Washington St Suite 101 (956) 523-4127, Laredo Texas 78041. Please view our Web-site for a copy of bid notice and specifications, under purchasing department www.webbcountytx.gov .

The County of Webb reserves the right to reject any all bids or to select the bid that is in the best interest of Webb County.

_____
Dr. Cecilia May Moreno
Purchasing Agent

Publication Date: May 14, 2010
May 23, 2010

THIS FORM MUST BE INCLUDED WITH BID; PLEASE CHECK OFF EACH ITEM THAT APPLIES

"Sealed Bid"

RFP No. 2010-2010-06 "Annual Contract Installation of Appliances"

- ☐ **Invitation to Bid**
- ☐ **Submitted within bid notice due date; name and address of the bidder, date of bid opening; bid number and title on outside of sealed envelope**
- ☐ **Bid Specification package**
  - ☐ **Bid Form**
  - ☐ **Legal and other bidder requirements**
    - ☐ **Copy of comprehensive general and automobile liability insurance (N/A)**
    - ☐ **Notarized statement – no debarment**
    - ☐ **Notarized statement –Fair Labor Standards Act**
    - ☐ **Minimum vendor qualifications**

- ☐ **Have read Service Delivery Term and Conditions**
- ☐ **Have read Standard Provisions for Annual Contracts**
- ☐ **Proof of no delinquent taxes owed to Webb County**
- ☐ **Conflict of Interest forms included**
- ☐ **Workers compensation certificates (copy); Include copy of insurance coverage in package**
- ☐ **Contractor acknowledge having read section 110.110 – Reporting requirements for building or construction projects for governmental entities worker's compensation insurance coverage (Construction only)**

_____

Signature of person
Completing this form

INVITATION, BID; and AWARD

(Formal)

County of Webb	Date Issued:	Bid No.2010-06

Sealed bids, subject to the Terms and Conditions of this Invitation for Bids and the accompanying Schedule, Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the schedule, will be received at the Office of the Webb County Clerk, Webb County Justice Center, 1110 Victoria St., Suite 201, Laredo Texas 78042-0029 before **2:00 p.m. Central Time on June 3, 2010** at which time all bids will be opened and read to the public. Bids received after 2:00 p.m. on the due date will not be opened. Performance deposit in the amount N/A% of the total amount of the bid shall be furnished by the successful bidder. Re: Par 11 of Terms and Conditions.

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SCHEDULE

"Annual Contract for Installation of Appliances"

General: The Webb County Community Action Agency is accepting bids for the services for installation of Appliances for the Comprehensive Energy Assistance Program (CEAP) in eligible income dwelling throughout Webb County.

SCOPE OF SERVICES

The Webb County Community Action Agency Comprehensive Energy Assistance Program is seeking bids for services in the installation of energy efficient appliances. Services must be rendered within 14 days upon the bidder receiving the purchase order. There shall be no advanced payment for services provided for the successful bidder, if any selected for contract pursuant to this procurement. All services must have one year full service warranty from the invoice date.

A contract, if any, awarded pursuant to this solicitation may be extended provided all terms and conditions, except for the contract period, remain unchanged and in full force and effect, this option is exercised, requires the mutual agreement of BOTH parties, Refusal by either party to exercise this option to extend shall require this contract to expire on the original or mutually agreed date. The contract extension shall not exceed one year.

Bidder must enter a price for each line item on the accompanying bid sheet. Prices must remain firm for one calendar year. Prices must remain firm for a period ending **June 4, 2011.**

INSTALLATION OF APPLIANCES

BID FORM

Evaporative Cooler

Qty	Description	Total Cost for labor only
1	Install 300 CFM Evaporation Cooler, Provide & Install watering kit	$ _____

Refrigerator

1	Install Refrigerator and dispose old unit properly.	$ _____

Water Heater

1	Install an Electric water heater and Dispose of old unit properly.	$ _____
1	Install a natural gas water heater and dispose of old unit properly	$ _____
1	Install a liquid propane water heater and dispose of old unit properly	$ _____
1	Replace water heater hoses. **Please include total for material & labor**	**$_____**
1	Vent water heater 2ft above roof w/galvanized pipes, mounting brackets, flashing, rain cap, etc, & labor.	$ _____
1	Replace damaged cooper line per linear ft. **Please include total for Material & labor**	$ _____
1	Replace PVC line per linear ft. **Please include total for Material & labor**	$ _____

Windows A/C Units

1	Install a 5,000 BTU Energy STAR or 10>EER a/c window unit	$ _____
1	Install a 6,000 BTU Energy STAR or 10>EER a/c window unit	$ _____
1	Install a 8,000 BTU Energy STAR or 10>EER a/c window unit	$ _____
1	Install a 10,000 BTU Energy Star or 10>EER a/c unit window unit	$ _____
1	Install 12,000 BTU Energy STAR or 10>EER a/c window unit	$ _____
1	Install 14,000 BTU Energy STAR or 10>EER a/c window unit	$ _____

1	Install 8,000 BTU 120 Voltage Energy STAR or 10>EER a/c window unit or heat pump	$ _____
1	Install 10,000 BTU 230 Voltage Energy Star Or 10>EER a/c window unit with heat pump	$ _____
1	Install 12,000 BTU 230 Voltage Energy Star Or 10>EER a/c window unit with heat pump	$ _____

Wall Furnace

1	Install a Natural gas wall furnace, input 25k BtuH, Single Air Outlet, with Thermostat Control, 4 inches Vertical Vent, 68x6 ½ inches (Preferably cozy or an equal brand)	$ _____
1	Install oval vent Kit, vertical-oval kit for use with cozy gas, double wall furnace, with two 24 inches long section	$ _____
1	Vent wall furnace 2ft above roof. Please include any materials you might need *For example: Sheetrock, pipes, valves, rain cap, roof tar.	$ _____
1	Construct or provide a platform for the wall furnace on concrete walls.	$ _____
1	Gas connector for wall furnace.	$ _____
1	Replace black copper line. *Please include total for material and labor	$ _____
	TOTAL	$ _____

***Appliances will be provided by CAA.**
***When installing any appliance, the old unit must be properly disposed**

VENDOR CERTIFICATION

I understand that the Webb County Community Action Agency is exempt from state and local taxes and have therefore not included taxes in pricing provided herein. I acknowledge that these prices must remain in effect throughout the original contract period. I further certify that all quoted bid items meet specifications contained in the bid sheet.

Signature of Vendor: _____ Date: _____

***No Blanks will be accepted, contractors have to able to install every appliance.**

CONDITIONS:

1. All bids quotations must be submitted with the specifications form.
2. The County reserves the right to reject any and all bids to waive defects and formalities in such bids, and to award contract to the bidder which it considers has submitted the most advantageous bid.
3. It is the requirement of the bidder to acquaint themselves fully with the conditions of the specifications. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve the bidder from any obligation of this bid invitation.
4. Bid prices must be quoted F.O.B. destination pint and unloaded by the vendor within the corporate limits of Webb County, Texas. Final location will be supplied vendor upon award of contract.

STANDARD PROVISIONS FOR ANNUAL CONTRACTS: the standard provisions set forth in Standard Provisions for Annual Contracts, attached hereto, are incorporated herein and made a part hereof, except paragraphs III and I, which are hereby expressly deleted.

AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR:
Funds are not presently available for performance under this contract beyond **December 31, 2010**. The County's obligation for performance of this contract beyond this date is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of the County for payment of any money for performance under this contract beyond **December 31, 2010** shall arise unless and until funds are made available to the Purchasing Agent for such performance and notice of such availability, to be confirmed in writing by the Purchasing Agent, is given to the contractor.

PAYMENT OF BILLS: It is hereby requested by the Webb County Commissioner's Court that all vendors submit request for payment within 90 days after the providing of goods and/or services to the County This practice will allow your payment request to be processed efficiently and will expidite payment to you!

FOR MORE INFORMATION CONTACT:

Nyria Tijerina
Webb County Community Action Agency
1110 Washington St. Suite 103
Laredo, Texas 78041
Phone # (956) 523-4170

LEGAL AND OTHER BIDDER REQUIRMENTS

A. Insurance: Please provide a copy o your firm's comprehensive general and automobile liability insurance or insurance carriers' letter of certification (or provide a notarized statement attesting to the ability to obtain the required insurance). Please provide a copy of your Texas Worker's Compensation proof of coverage.

1. Automobile Liability

Bodily injury (each person)	$250,000.00
Bodily Injury (each person)	$500.000.00
Property Damage (each occurrence)	$100,000.00

2. General Liability (including Contractual Liability)

Bodily Injury	$500,000.00
Property Damage	$100,000.00

3. Texas Worker's Compensation

B. Please provide a notarized statement attesting that our firm is not listed on any federal state, local (i.e. GSA/HUD/GOA/TDHCA) list of debarred, suspended and or ineligible contractors and grantees.

C. Please provide a notarized statement attesting that your firm complies with the Fair Labor Standards Act and that your firm meets all equal employment and affirmative action nondiscrimination regulations.

SERVICE DELIVERY TERMS AND CONDITIONS

PRODUCT AND SERVICE SPEFICATIONS

GENERAL REQUIRMENTS

A. Delivery: Delivery of all products/services in this bid sheet shall be made to the address provided to you by the Webb County Community Action Agency employee. Such address shall be the home occupied by an eligible CEAP Client residing anywhere within Webb County, Texas.

B. Response Time: Delivery of all products/services specified in this bid sheet shall be made within 10 working days (defined as Monday thru Friday except for Federal State Holidays). Exceptions to this requirement shall be allowed only in the event an eligible program participant in unavailable for service delivery scheduling (which instances must be documented and provided to designated CEAP program staff).

C. Payment for Products/Service: there shall be no advance payment for products delivered and or service provided for the successful bidder, if any selected for contract pursuant to the procurement. Contractual payment terms and conditions if a contract is awarded shall specify that payment shall be made contingent on a final agency inspection of the work performed and shall normally be made 30-50 days from date of said inspection and agency approval (of product installation/service delivery).

D. Code Compliance: All installations provided pursuant to this procurement must meet applicable Federal, State and or local codes, whichever shall be the most restrictive. The bidder shall be responsible for the proper disposal of the old units and must met applicable Federal, State and or local codes, whichever shall be the most restrictive. Bidder shall be responsible for obtaining any required permit and payment of any required payment fee, as applicable.

E. Guaranties: All appliances purchased must have one year full service warranty from the invoice date.

MINMUM VENDOR QUALIFICATIONS

Bidder's Name: _____

Address: _____ Phone: (_____)_____

City: _____ State: _____ Zip: _____

Type of Entity (check one): [ ] Proprietorship [ ] Partnership [ ] Corporation [ ] Non-Profit

FINANCIAL, RESOURCES, TRADE REFERENCE & INTERGRITY

A. Please provide a copy of your firm's whom you (or your firm) have purchased materials/appliances within the last

B. List five (5) trade references from whom you (or your firm) have purchased materials/appliances within the last 12 months. Please do not list relatives or personal friends. Additional references may be listed at the bidder's option (to ensure that no less than 5 references may be contracted).

Reference 1.

_____

NAME ADDRESS PHONE

Reference 2.

_____

NAME ADDRESS PHONE

Reference 3.

_____

NAME ADDRESS PHONE

Reference 4.

_____

NA ME ADDRESS PHONE

Reference 5.

_____

NAME ADDRESS PHONE

BIDDER’S CERTIFICATION: I hereby certify that the information contained herein is a true and correct representation of my/my firms’ qualifications to undertake the activities specified in the procurement.

_____

Bidder’s Signature

COUNTY OF WEBB

Standard Provisions for Annual Contracts

(To be attached to and become a part of Invitation, Bid and Award, except for provisions specifically excluded by the terms of such Invitation, Bid and Award).

I. PERIOD OF CONTRACT: Contract shall be for the period beginning June 4, 2010 and terminating June 4, 2011.

II. GENERAL CONDITIONS:

A. Prospective bidders must prove beyond any doubt to the County Purchasing Agent that they are duly qualified, capable and bondable to fulfill and abide by the specifications herein listed.

B. Performance Bond: The County of Webb reserves the right to request a 100% Performance Bond to be furnished by the successful bidder. If at any time the supplier fails to fulfill or abide by any of the specifications and conditions herein specified, the County of Webb shall reserve the right to cancel this contract by giving a thirty (30) day prior written notice of the intention to terminate this contract.

C. When contractor cannot abide by terms and conditions in fulfilling his contract, contractor must supply service or supplies from other sources at the contract price. If contractor delays in the above, the County reserves the right to purchase on the open market and charge contractor the difference between contract price and purchase price.

D. Bids not submitted on these forms will not be considered. The Webb County Commissioners' Court will make award to successful bidder.

E. The annual contract shall include the following terms and conditions:

1. Purchase Orders will be issued for each County Department authorized to place orders against this annual contract. The Purchase Order will list individual items or prices. Vendor must have a copy of the Purchase Order before making any delivery. The County will make payment on a monthly basis.

2. All invoices must show purchase order number and corresponding County Department. Items billed on invoices should be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit price or otherwise specified. If prices are based on discounts in terms of percentage, and net prices, discounts in terms of percentage, and net prices must be shown. When term discounts are applicable, these discounts must be shown in terms of percentage and number of days.

III. Any materials or parts used in complying with contract are to be equal to or better than original equipment.

IV. The County of Webb will make the award to one or more than one vendor.

V. **REVISION OF MANUFACTURER'S PRICE LIST(S):**

The bid will be based on manufacturer's latest dated price list(s). Said Price List(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be supersede or replaced during the contract period only if such price revisions are the result of a general industry price revision. (Note: Discounts, delivery and services accepted as part of this bid are not subject to revision.)

A written notice stipulating in detail the changes of a price list(s) must be furnished the County before revisions go into effect.

All subject price lists should be submitted with this bid and shall become a part thereof. However, if in the opinion of the County Purchasing Agent, it is impractical for bidder to include published

price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representative to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by the Purchasing Agent.

VI. BID PRICES:

Prices must be quoted F.O.B., Webb County receiving department, Webb County, Texas.

VII. ADDRESS ENVELOPE:

Webb County Clerk
Webb County Justice Center
1110 Victoria St., Ste. 201
P.O. Box 29
Laredo, Texas 78042-0029

VIII. CAPTIONS:

The section headings or paragraph captions herein are for convenience of reference only and not intended to define, extend or limit any provisions of this contract.

COUNTY OF WEBB

Terms and Conditions of Invitations for Bids

1. GENERAL CONDITIONS:

Bidders are required to submit their proposals upon the following expressed conditions:

(A) Bidders shall thoroughly examine the drawings, specification schedule, instructions and all other contract documents.

(B) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of materials and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure to fulfill in every detail the requirements of the contract documents of the County or the compensation of the vendor.

(C) Bidders are advised that all County contracts be subject to all legal requirements provided for in county, state and federal statutes and regulations.

2. PREPARATION OF BIDS:

Bids will be prepared in accordance with the following:

(A) All information required by the bid form shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.

(B) Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

(C) Alternate bids will not be considered unless authorized by the Invitation for Bids.

(D) Proposed delivery time must be shown and shall include Sundays and holidays.

(E) Bidders will not include Federal taxes or State of Texas limited sales excise and use taxes in bid prices since the County of Webb is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.

3. DESCRIPTION OF SUPPLIES:

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish otherwise they shall be required to furnish the items as specified.

4. SUBMISSION OF BIDS:

(A) Bids and changes thereto shall be enclosed in sealed envelopes addressed to the Webb County Clerk. The name and address of the bidder, the date of the bid opening and the material or service bid on shall be placed on the outside of the envelope.

(B) Bids must be submitted in the forms furnished. Telegraphic bids will not be considered. Bids, however, may be modified by telegraphic notice provided such notice is received before the time and date set for the bid opening.

(C) Samples, when required, must be submitted within the time specified, at no expense to the County of Webb. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

5. REJECTION OF BIDS:

(A) The Purchasing Agent may reject a bid if it is not satisfactory to Commissioners' Court because:

(1) The bidder misstates or conceals any material fact in the bid or if,

(2) The bid does not strictly conform to the law or the requirements of the bid, or if,

(3) The bid is conditional, except that the bidder may qualify his bid for acceptance by the County on an "All or None" basis or a "low item" basis. An "All or None" basis bid must include all items upon which bids are invited.

(B) No bid submitted herein shall be considered if the bidder owes any delinquent taxes to the County of Webb at the time bids are opened. In the event that the successful bidder herein subsequently becomes delinquent in the payment of his or its County taxes, such fact shall constitute grounds for cancellation of the contract.

(C) No bid submitted herein shall be considered unless the bidder warrants that upon execution of a contract with the County of Webb, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, sex, creed, or national origin and will submit such report as the County may thereafter require to assure compliance.

(D) The County may, however, reject all bids whenever it is deemed in the best interest of the County to do so, and may reject any part of a bid unless the bid has been qualified as provided in 5 (a) 3 above. The County may also waive any minor informalities or irregularities in any bid.

6. WITHDRAWAL OF BIDS:

Bids may not be withdrawn after the time set for the bid opening, unless approved by Commissioners' Court.

7. LATE BIDS OR MODIFICATIONS:

Bids and modifications received after the time set for the bid submission will not be considered.

8. CLARIFICATIN OR OBJECTION TO BID SPECIFICATIONS:

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, he may submit to the Purchasing Agent on or before five days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving a set of bids. The County will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Purchasing Agent on or before five days prior to the scheduled opening.

9. DISCOUNTS:

(A) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.

(B) Concerning any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

10. AWARD OF CONTRACT:

(A) The contract will be awarded to the lowest responsible bidder whose bid, conforming to the Invitation for Bids, is most advantageous to the County price and other factors considered.

(B) The County reserves the right to accept any item or group of items of this bid, unless the bidder qualified his bid by specific limitations. Re Par. 5 (a) 3 above.

(C) A written award of acceptance mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.

(D) Prices must be quoted F.O.B. Webb County with all transportation charges prepaid, unless otherwise specified in the Invitation for Bids.

(E) Delivery time and prompt payment discounts, including time allowed for payment, will be considered in breaking of tie bids.

11. PERFORMANCE DEPOSIT:

(A) The successful bidder(s) must furnish the County of Webb a performance deposit in the amount set forth in the Invitation for Bids. This deposit is not to be submitted with bids, but must be presented to the Purchasing Department upon notification.

(B) The County of Webb will not enter a contract or issue a purchase order until the successful bidder has complied with the performance deposit provisions.

(C) The performance deposit shall be in the form of a bond, certified check upon a State or National Bank or Trust Company signed by a duly authorized officer, thereof, or a certificate of deposit from such bank or trust company. All such bonds, checks and certificate of deposit shall be drawn payable to the order to the Webb County Treasurer and submitted to the Purchasing Agent's Office.

(D) The performance deposit of the successful bidder(s) shall be returned by the County upon completion of the contract and final acceptance of all items in accordance with conditions thereof.

(E) Failure of vendor to perform any of the services by this contract, within ten days of receipt of written demand for performance from County, or failure of vendor to correct or replace defective goods or products, within ten days from receipt of written demand will therefore, shall constitute a total breach of this contract, and shall be cause for termination. In the event of such termination the performance deposit shall be retained by the County of Webb as liquidated damages, based upon mutual agreement and understanding between vendor and County at the time this bid is solicited, submitted and accepted, that the County of Webb is a governmental agency engaged in public projects, and that the measurement of damages which might result from a breach of the terms and specifications herein is difficult or impossible to determine. Provided, however, that if in the opinion of the Purchasing Agent and the Commissioners' Court the failure of vendor to perform the conditions of this contract is occasioned by or is the result of acts or events over which the vendor has no control, said performance deposit may in whole or in part, as may be determined by the Purchasing Agent and the Commissioners' Court, be returned to the vendor. It is understood that such determination shall be entirely discretionary with the Purchasing Agent and the Commissioners' Court.

12. WORKERS' COMPENSATION INSURANCE COVERAGE:

The Workers' Compensation Commission has adopted Rule 110.110 effective with all bids advertised after September 1, 1994. The TWCC has stated that it is aware that a statutory requirement for workers' compensation insurance coverage is not being met. Therefore, Rule110.110 requires that all bidders be covered under workers' compensation insurance to achieve compliance from both contractor(s) and governmental entities. **Attachment A** is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.

NOTICE TO ALL BIDDERS

The Texas Workers' Compensation Commission has adopted Rule 110.110 effective with all bids advertised after September 1, 1994 and these changes affect your bid on this project.

The TWCC has stated that it is aware that statutory requirements provided for workers' compensation insurance coverage is not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities… This affects both of us on this project.

Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This affects your subcontractors.

Therefore, the attached is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.

According to TWCC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, the county should not experience any increase in cost because of the need to comply with the Texas Worker's Compensation laws.

_____

Dr. Cecilia May Moreno
Webb County Purchasing Agent

§110.110. Reporting Requirements for Building or Construction Projects for Governmental Entities.

(a) The following words and terms, when used in this rule, shall have the following meanings, unless the context clearly indicates otherwise. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

(1) Certificate of coverage (certificate) –A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or workers' compensation 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 (including those subject to a coverage agreement) providing services on a project, for the duration of the project.

(2) Building or construction—Has the meaning defined in the Texas Labor Code, §406.09(e)(1).

(3) Contractor –A person bidding for or awarded a building or construction project by a governmental entity.

(4) Coverage—Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(5) Coverage agreement—A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapter F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.

(6) Duration of the project—Includes, the time from the beginning of work on the project until the work on the project has been completed and accepted by the governmental entity.

(7) Persons providing services on the project ("subcontractor" in §406.096 of the Act)—With the exception of persons excluded under subsection (h) and (i) of this section, 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 but is not limited to independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity furnishing persons to perform services on the project. "Services" includes but not limited to providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service 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.

(8) Project—Includes the provision of all services related to a building or construction contract for a governmental entity.

(b) Providing or causing to be provided a certificate of coverage pursuant to this rule is a representation by the insured that all employees of the insured who are providing services on the project are covered by workers' compensation coverage, that the coverage is based on proper reporting of classification codes and payroll amounts, and that all coverage agreements have 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 certificates of coverage, or failing to provide or maintain required coverage, or failing to report any change that materially affects the provision of coverage may subject the contractor or other person providing services on the project to administrative penalties, criminal penalties, civil penalties, or other civil actions.

(c) A governmental entity that enters into a building or construction contract on a project shall:

(1) include in the bid specifications, all the provisions of paragraph (7) of this subsection, using the language required by paragraph (7) of this subsection;

(2) as part of the contract, using the language required by paragraph (7) of this subsection, require the contractor to perform as required in subsection (d) of this section;

(3) obtain from the contractor a certificate of coverage for each person providing services on the project, prior to that person beginning work on the project;

(4) obtain form the contractor a new certificate of coverage showing extension of coverage:

(A) before the end of the current coverage period, if the contractor's current certificate of coverage shows that the coverage period ends during the duration of the project; and

(B) no later than seven days after the expiration of the coverage for each other person providing services on the project whose current certificate shows that the coverage period ends during the duration of the project; and

(5) retain certificates of coverage on file for the duration of the project and for three years thereafter,

(6) provide a copy of the certificates of coverage to the commission upon request and to any person entitled to them by law; and

(7) use the language contained in the following Figure 1 for bid specifications and contracts, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

Article _____ Workers' Compensation Insurance coverage.

A. Definitions:

Certificate of coverage ("certificate ") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the 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 governmental entity.

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 limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing,

hauling, or delivering equipment or materials, or providing labor, transportation, or other service 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.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which 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.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract

D. 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 governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven 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.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 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.

H. 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.

I. the contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which 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;

(2) 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 the project, for the duration of the project;

(3) 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;

(4) obtain from each other person with whom it contracts, and provide the contractor;

(A) a certificate of coverage, prior to the other person beginning work on the project; and

(B) a new certificate of coverage showing 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;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 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

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contactor is representing to the governmental entity 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.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

(d) A contractor shall:

(1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;

(2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;

(3) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;

(4) obtain from each person providing services on a project, and provide to the governmental entity:

(A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(B) no later than seven 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;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten 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;

(7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes.

"REQUIRED WORKERS' COMPENSATION COVERAGE"

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

(8) 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 for all of its employees providing services on the project, for the duration of the project;

(B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;

(C) include in all contracts to provide services on the project the language in subsection (e)(3) of this section;

(D) 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;

(E) obtain from each other person with whom it contracts, and provide to the contractor:

(i) a certificate of coverage, prior to the other person beginning work on the project; and

(ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(G) notify the governmental entity in writing by certified mail or personal delivery, within ten 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

(H) contractually require each other person with whom it contracts, to perform as required by subparagraph (A)-(H) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

(e) A person providing services on a project, other than a contractor, shall:

(1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;

(2) provide a certificate of coverage as required by its contract to provide services on the project, prior to beginning work on the project;

(3) have the following language in its contract to provide services on the project: "By signing this contract or providing or causing to be provided a certificate of coverage, the person signing this contract is representing to the governmental entity that all employees of the person signing this contract 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 actions."

(4) provide the person for whom it is providing services on the project, prior to the end of the coverage period shown on its current certificate of coverage, a new certificate showing extensions of coverage, if the coverage period shown on the certificate of coverage ends during the duration of the project:

(5) obtain from each person providing services on a project under contract to it, and provide as required by its contract:

(A) a certificate of coverage, prior to the other person beginning work on the project; and

(B) prior to the end of the coverage period, a new certificate of coverage showing extensions of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(6) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(7) notify the governmental entity in writing by certified mail or personal delivery, of any change that materially affects the provision of coverage of any person providing services on the project and send the notice within ten days after the person knew or should have known of the change; and

(8) contractually require each other person with whom it contracts to:

(A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

(B) provide a certificate of coverage to it prior to that other person beginning work on the project:

(C) include in all contracts to provide services on the project the language in paragraph (3) of this subsection;

(D) provide, prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(E) obtain from each other person under contract to it to provide services on the project, and provide as required by its contract;

(i) a certificate of coverage, prior to the other person beginning work on the project; and

(ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the contract;

(F) retain all required certificates on file for the duration of the project and for one year thereafter;

(G) notify the governmental entity in writing by certified mail or personal delivery, within ten 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

(H) contractually require each person with whom it contracts, to perform as required by this subparagraph and subparagraphs (A)-(G) of this paragraph, with the certificates of coverage to be provided to the person for whom they are providing services.

(f) If any provision of this rule or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this rule that can be given effect without the invalid provision or application, and to this end the provision of this rule declared to be severable.

(g) This rule is applicable for building or construction contracts advertised for bid by a governmental entity on or after September 1, 1994. This rule is also applicable for those building or construction contracts entered into on or after September 1, 1994, which are not required by law to be advertised for bid.

(h) The coverage requirement in this rule does not apply to motor carriers who are required pursuant to Texas Civil Statutes, Article 667c, to register with the Texas Department of Transportation and who provide accidental insurance overage pursuant to Texas Civil Statutes 667c, §4(j).

(i) The coverage requirement in this rule does not apply to sole proprietors, partners, and corporate officers who meet the requirements of the Act, §406.097(c), and who are explicitly excluded from coverage in accordance with the Act, §406.097(a) (as added by House Bill 1089, 74th Legislature, 1995, §1.20). This subsection applies only to sole proprietors, partners, and corporate executive officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

The provisions of this §110.110 adopted to be effective September 1, 1994, 19 TexReg 5715; amended to be effective November 6, 1995, 20 TexReg 8609.

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LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of the local governmental entity; or an employee of a local governmental entity with respect to whom the local governmental entity has, in accordance with Section 176.005, extended the requirements of Sections 176.003 and 176.004. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a Class C misdemeanor.

Please refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code. Enter the name of the person described by Section 176.002, Local Government Code with whom the officer has an employment or other business relationship as described by Section 176.003(a), Local Government Code.

4. Description of the nature and extent of employment or business relationship with person named in item 3. Describe the nature and extent of the employment or other business relationship with the person in item 3 as described by Section 176.003(a), Local Government Code.

5. List gifts accepted, excluding gifts described by Section 176.003(a-1), if aggregate value of the gifts accepted from person named in item 3 exceed $250. List gifts accepted during the 12-month period (described by Section 176.003(a), Local Government Code) by the local government officer or family member of the officer, excluding gifts described by Section 176.003(a-1), from the person named in item 3 that in the aggregate exceed $250 in value.

6. Affidavit. Signature of local government officer.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with person named in item 3**

5 **List gifts accepted by the local government officer and any family member, excluding gifts described by Section 176.003(a-1), if aggregate value of the gifts accepted from person named in item 3 exceed $250 during the 12-month period described by Section 176.003(a)(2)(B)**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a), Local Government Code.

_____

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 06/29/2007