



CITY OF BRYAN, TEXAS
PURCHASING DEPARTMENT

1309 E. MLK Street
Bryan, TX 77803
(979) 209-5500 fax: (979) 209-5507

REQUEST FOR BID
10-008

Annual Price Agreement for Temporary Employment Services

DATE ISSUED: December 3, 2009

SEALED BIDS TO BE SUBMITTED BEFORE:

December 18, 2009 2:00 PM (CST)

Disclosure Requirements

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Bryan, including affiliations and business and financial relationships such persons may have with City of Bryan officers. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the new law are available at: http://www.bryantx.gov/departments/index.html?name=texas_ethics . If you are unable to obtain such information online, please contact the City of Bryan Purchasing Department, 1309 E. MLK St., Bryan, Texas 77803 or call (979)209-5500.

BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE CITY OF BRYAN, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.

Bidder Name: _____

TABLE OF CONTENTS

INTRODUCTION	3
SCHEDULE OF EVENTS	4
TERMS AND CONDITIONS	5
SPECIAL PROVISIONS.....	11
INSURANCE REQUIREMENTS.....	13
SAMPLE CERTIFICATE OF INSURANCE	16
SPECIFICATIONS.....	17
BID SHEETS <i>(Includes: Method of Payment, Client References, Felony Confiction Notification & Certification of Bid)</i>	20
NOTICE OF NON-PARTICIPATION	26
EXHIBIT “A” - SAMPLE CONTRACT	27

INTRODUCTION

The City of Bryan is soliciting bids for an annual contract for temporary employment services.

Sealed bid packages for **Bid #10-008** will be accepted until 2:00 p.m., December 18, 2009 and publicly opened and read aloud immediately following the opening. Any bid received on or after 2:00 PM CST will be returned unopened. Sealed bids must be delivered to:

Joan Finkes, C.P.M., Purchasing Manager
City of Bryan, Purchasing Department
1309 E. Martin Luther King St. Bryan, Texas 77803
Fax (979) 209-5507
jfinkes@bryantx.gov

Plans, Specifications and Information for Bidders are on file and may be examined at the Purchasing Department Office at 1309 E. Martin Luther King Jr. Street, Bryan, Texas and may be obtained by prospective bidders by calling (979) 209-5500. These documents are also available online at <http://brazosbid.cstx.gov>

The City believes that the data contained in these specifications is sufficient for the preparation of bids. Requests for additional information will be considered depending on the bid time frame and the availability of the requested information. Such information will be submitted to all known bidders simultaneously.

In order to ensure a fair and objective bid evaluation, all questions related to this Request for Bid shall be addressed in writing. **Questions must be submitted in writing (Fax or E-mail or Online) prior to 10:00 a.m. (CST) on December 14, 2009.** Contact with any City of Bryan employee or official is prohibited without prior written consent from the City Purchasing Manager. Failure to observe this requirement may be grounds for rejection of the Bid.

Bidders are required to submit one (1) original bid. Bids must be completed and submitted on the forms found within the Specifications. Incomplete bid forms will invalidate the bid and the bid will be rejected and returned to the bidder. The right to accept any bid, or to reject any or all Bids and to waive all formalities is hereby reserved by the City of Bryan, Texas.

SCHEDULE OF EVENTS

- 12-3-09 – 12-18-09 - Post bid on BV Online Bidding Website
- 12-14-09 10:00 AM (CST) - Deadline for requests for clarifications
- 12-18-09 2:00 PM (CST) – Public bid opening. Any bid received on or after 2:00 PM CST will be returned unopened.
- 1-13-10 – Anticipated date of award.

TERMS AND CONDITIONS

Definitions

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

CITY- Same as City of Bryan.

CITY COUNCIL- The elected officials of the Cities of Bryan, Texas who have been given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and laws.

CONTRACT- An agreement between the City and a Vendor to furnish products over a designated period of time during which repeated purchases are made of the commodities specified.

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

RFB- Request for Bids.

PROCUREMENT CARD- Chase-MasterCard

Instructions

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

Form

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

Felony Conviction Notification

All bidders must submit with their bid the Felony Conviction Notification form contained within this bid package. Failure to acknowledge and submit the completed Felony Conviction Notification form is sufficient cause for the bid to be rejected.

Bid Return

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

Late Bids

Bids must be received by the Purchasing Department prior to 2:00 PM CST on the date indicated on this form. Late bids will not be opened and will be returned to the bidder.

Acceptance

The City of Bryan reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous **in order to obtain the best value for the City**. Causes for rejection of a bid may include but shall not be limited to the

bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligations under a contract with the City. Bidders may be disqualified and rejection of proposals may be recommended for any (but not limited to) of 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 7) Unauthorized alteration of bid form. Owner reserved the right to waive any minor informality or irregularity.

All bidders are hereby notified that the City of Bryan shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to the purchase price, the proximity of the bidder as it relates to his ability to perform the contract for the City of Bryan, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the bidder's past performance under contracts with the City of Bryan and the bidder's compliance with City ordinances.

The City of Bryan, Texas is committed to obtaining its goods, products and services at the lowest price possible which benefits all the citizens of Bryan. Therefore, in order to accomplish this objective/goal, it is not the intention of the City neither to exclude particular vendors or manufacturers nor to create restrictive situations in its request for bids and proposals. Any manufacturer's names, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City of Bryan 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.

"In literal compliance" in reference to standards and specifications shall mean the meeting or exceedance of all or nearly all of the said standards and specifications. If the City determines that standards and specifications are in literal compliance where not all standards and specifications have been met or exceeded, the City must base such a determination on its finding that any standards and specifications which have not been met or exceeded do not render the bidder product any less usable for the purpose for which it is intended.

Irregular Bid Proposals

Bids will be considered irregular and may be rejected by the City of Bryan if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award providing the best value to the City.

Award of Contract

The bid award may be based on, but not necessarily limited to, the following factors:

- a. the purchase price, including payment discount terms;
- b. the reputation of the bidder and of the bidder's goods or services;
- c. the quality of the bidder's goods or services;
- d. the extent to which the goods or services meet the City's needs;
- e. the bidder's past relationship with the City;

- f. the total long-term cost to the City to acquire the bidder's goods or services; and
- g. any relevant criteria specifically listed in this request for bid.

The City prefers to award the entire contract to a single Contractor; 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 urgent 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 Bryan. It shall remain in full force and effect with firm fixed bid prices for a period of twelve (12) months.

Extension of Contract

The City shall have the option of extending this contract, subject to approval of funding and review of the service provided by the Contractor, for four (4) additional one (1) year terms to be extended one (1) year at a time. This action does not require specific City Council approval, provided the City Council has appropriated sufficient funds to satisfy the City's obligation during the renewal term. Contracts are extended upon mutual agreement of both Vendor and the City. The City of Bryan will not consider Contract extensions which include any increase in unit bid percentages.

Assignment of Contract

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

Contract Termination

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

If, through any cause, the Service Provider fails to fulfill its obligations under this Contract, or if the Service Provider violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Service Provider **five (5)** calendar days written notice. The Service Provider will be compensated for the services satisfactorily performed before the termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the Vendor's name from the bidder's list for receiving future bids.

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

Reimbursements

There is no expressed or implied obligation for The City of Bryan to reimburse responding firms for any expenses incurred in preparing bids in response to this Request for Bids and City of Bryan will not reimburse responding firms for these expenses, nor will the City of Bryan pay any

subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Minority Owned Businesses

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

City Ordinances

The City of Bryan also reserves the right to reject the bid of any bidder who is currently in violation of any City ordinance. The City may, at its option, choose to negotiate a settlement of the ordinance violation as a condition of the bid award.

Error-Quantity

Bids must be submitted on units of quantity specified. In the event of errors in extended prices, 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.

Firm Prices

Bidders must hold bid offer firm for 90 days after the bid opening date to allow the City sufficient time to award a contract. Once a Contract is awarded, the successful bidder must hold bid prices firm for the duration of the Contract.

Cooperative Agreements

Successful bidder agrees to extend prices and terms to all governmental entities who have entered into, or will enter into, joint purchasing inter-local cooperation agreements with the City of Bryan.

Authorized Signature

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

Withdrawal-Alteration Of Bids

Bids cannot be altered after receiving time or opening time. No bid may be withdrawn after opening time without acceptable reason in writing and with the approval of the purchasing agent.

All-Or-None Bids

All-or-none bids will be considered only if bidder quoted markup on all positions requested. If a bidder desires the City to consider an all-or-none bid, it must be stated on the deviations page.

Payment Of Invoices

Invoices must be submitted by the successful bidder in duplicate to the City of Bryan, Human Resources Department, Attn: Kari Griffin, P.O. Box 1000, Bryan, Texas 77805. All invoices to be paid in full within thirty (30) days after satisfactory and billing, whichever is the later. All invoices shall be submitted in accordance with the bid percentages. Repeated failure on the part of the Contractor to submit accurate invoices shall be sufficient cause to cancel the contract. The City will not be liable for payment of invoices received more than sixty (60) days after or completion of services.

Cash Discounts

Bidders may quote additional cash discount terms in the Cash Discount Column. 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 Bryan 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 Bryan is statutorily exempt from State and Local Sales tax and a permit number is not required.

Liability

The successful bidder shall be liable for all damages incurred while in the performance of services pursuant to this request.

Patents, Franchises, etc.

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

No Bids

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

Addenda

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

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

Fiscal Funding

The City of Bryan, Texas 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 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.

Court Jurisdiction

The City of Bryan and the successful Vendor will agree that the contract awarded from this Request for Bid shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in a state court of competent jurisdiction in Brazos County, Texas and further that neither party will seek to remove such litigation to the federal court system by application of conflict of laws or any other removal process to any Federal Court or court not in Texas.

SPECIAL PROVISIONS

Laws and Regulations

The Contractor(s) shall stay fully informed of existing and future Federal, State, Local laws, ordinances and regulations in any manner which affects the fulfillment of this contract and shall comply with the same. These include, but are not limited to:

The Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, and the Civil Rights Act of 1991 as to treatment and compensation of its employees.

The Contractor(s) shall ensure that all employees have a legal right to live and work in the United States. Upon request (and at the City's discretion), a copy of the birth certificate, Certificate of Naturalization, Immigration Card or Special Entry Permit shall be given to the City's contact person. In addition, employee compensation shall meet or exceed all applicable requirements of the Fair Labor Standards Act and Federal minimum wage laws.

The Contractor(s) shall also comply with all applicable OSHA regulations, and in particular, those set forth in Title 29 of the Federal Code of Regulations, Section 1910.1200 "Hazard Communication". The Contractor(s) shall also comply with the U.S. Department of Transportation (DOT) mandatory drug and alcohol testing policies. The Contractor(s) bears full responsibility for employee training, safety, and providing necessary equipment to achieve compliance prior to contract commencement date. Upon request, Contractor(s) shall demonstrate to the City satisfaction any programs, procedures and other activities used to ensure compliance.

Compensation

The City will make no payments to individual workers.

Work Assignments

The City reserves the right to control the details of the temporary employees work while assigned to the City.

Needs Assessment

A primary and secondary supplier, if necessary, will be designated. In the event the primary contractor cannot provide qualified personnel within four (4) business hours, the City reserves the right to obtain temporary staffing from the secondary contractor.

Pricing

Mark-up (percentage) rates shall be firm, fixed for a period of 12 months. Rates quoted shall be binding regardless is contractor if selected as primary or secondary provider.

Workmanship

Contract awards will only be made to the Contractor(s) who are regularly established in the business of temporary services of the type described herein and who have demonstrated the ability to perform the required service in an acceptable manner.

Work Days and Hours

The work week shall be Monday through Friday, 8:00 a.m. to 5:00 p.m. CST except as otherwise noted herein. While the City will endeavor to give as much notice as is practical and possible,

the Contractor(s) must agree to fill requests for temporary employment upon a two (2) hour notice from the City.

Temporary to Permanent

The City will give preference to offers with no fees or waiting period for any temporary employee to permanently hire.

Insurance

Contractor(s) must provide all statutory workers compensation insurance and any and all other insurance to temporary employees (more fully described on pages 13 - 16). Proof of such will be required. Vendors unable to meet the insurance requirements stated herein will not be considered for award.

INSURANCE REQUIREMENTS

The contractor agrees to maintain the coverages, endorsements, and limits in accordance with and set forth by the Insurance Coverage & Limit Table below for the duration of this contract. The Contractor agrees to:

- Deliver to the City Certificate(s) of Insurance evidencing that such policies are in full force and effect not later than 5 business days after notification of the City's intent to award a contract, but in any event prior to commencement of work. If policy endorsements are necessary, satisfactory evidence of request to insurance carrier must accompany the Certificate(s) of Insurance. Failure to meet these requirements may cause the bid to be rejected.
- Submit any policy endorsements within 30 days of the City's intent to award contract. No payment will be made and/or the City may stop work or terminate the contract if contractor fails to supply satisfactory evidence of policy endorsements.
- Allow the City the right to obtain complete, certified copies of all required insurance policies at any time.
- Clearly indicate contract name and contract number to which Certificate(s), endorsements, and policies apply.

The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by Contractor, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Contractor.

INSURANCE COVERAGE & LIMIT TABLE

WORKERS' COMPENSATION INSURANCE & EMPLOYERS' LIABILITY INSURANCE – Statutory & \$500,000/\$500,000/\$500,000 Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability. In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor. Waiver of subrogation in favor of the City required. This requirement may be waived with satisfactory evidence that the contractor is sole proprietor(s)/has no employees. **The policy shall be endorsed with an Alternate Employer Endorsement showing the City of Bryan as the alternate employer.**

COMMERCIAL GENERAL LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors. Additional insured endorsement required.

BUSINESS AUTOMOBILE LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned, and hired automobiles. Should the Contractor not own any automobiles and furnish satisfactory evidence of this, the business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

PROFESSIONAL LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence Contractor agrees to maintain Professional (Errors & Omissions) Liability to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission of the contractor or any person employed or acting on the contractor's behalf (including but not limited to sub-contractors). For policies written on a "claims-made" basis, contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract and that continuous coverage will be maintained or a supplemental extended reporting period will be purchased with a minimum reporting period not less than two years after the completion of this contract. The contractor is solely responsible for any additional premium for the supplemental extended reporting period.

COMMERCIAL CRIME/FIDELITY BOND – Limit not less than value of funds or properties in control of until delivered to City Contractor agrees to furnish a Commercial Crime/Fidelity Bond for Employee Dishonesty on a blanket basis. The bond shall be endorsed to cover "Third-Party" liability including a clause in favor of the City.

UMBRELLA or EXCESS LIABILITY Contractor may satisfy the minimum liability limits required for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. The annual aggregate limit shall not be less than the highest "each occurrence" limit. Contractor agrees to endorse City as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.

CONTRACTOR'S INSURANCE TO BE PRIMARY Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City for liability arising out of operations under the contract.

DEDUCTIBLES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

RIGHT TO REVIEW AND ADJUST The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

SUBCONTRACTOR'S INSURANCE Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified, provided the Contractor's insurance does not afford coverage on behalf of the subcontractor.

CERTIFICATE OF INSURANCE Contractor shall furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A-" or better and/or otherwise acceptable to the City. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. The certificate(s) shall contain a provision that coverage under such policies shall not be cancelled or non-renewed until at least thirty (30) days prior written notice, or ten (10) days notice for cancellation due to non-payment of premiums, is given the City of Bryan.

If the event the City is notified that a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right, but not the obligation, to withhold payment to Contractor until coverage is reinstated. If the Contractor fails to maintain the required insurance, the City shall have the right, but not the obligation, to purchase the required insurance at Contractor's expense.

Certificates and notices should be provided to the City at the following address:

City of Bryan
Attn: Risk Management Dept.
PO Box 1000
Bryan, TX 77803

CERTIFICATE OF INSURANCE		DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		INSURERS AFFORDING COVERAGE
		INSURER A:
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC				EACH OCCURRENCE	\$ 1,000,000	
					FIRE DAMAGE (Any one fire)	\$ 50,000	
					MED EXP (Any one person)	\$ 5,000	
					PERSONAL & ADV INJURY	\$ 1,000,000	
					GENERAL AGGREGATE	\$ 1,000,000	
					PRODUCTS – COMP/OP AGG	\$ 1,000,000	
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS _____				COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
					BODILY INJURY (Per person)	\$	
					BODILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE (Per accident)	\$	
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	\$	
					OTHER THAN AUTO ONLY	EA ACC AGG	\$
							\$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURENCE	\$	
					AGGREGATE	\$	
						\$	
						\$	
						\$	
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				☒ WC STATU- ☐ OTHER TORY LIMITS		
					E.L. EACH ACCIDENT	\$ 500,000	
					E.L. DISEASE-EA EMPLOYEE	\$ 500,000	
					E.L. DISEASE-POLICY LIMIT	\$ 500,000	
	OTHER Professional Liability Commercial Crime/Fidelity Bond					Each Occurrence	\$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS “City of Bryan shall be named as additional insured on all Commercial General Liability policies. Workers Compensation and Employer’s Liability policies to include a Waiver of Subrogation in favor of the City of Bryan.” (All endorsements must be provided as soon as they are available.)							
CERTIFICATE HOLDER		ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION					
City of Bryan Attn: Risk Management Dept PO Box 1000 Bryan, Texas 77803			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE				

SPECIFICATIONS

RFB #10-008 - Annual Contract for Temporary Employment Services

Job Specifications

Job Categories/Hourly Rates listed below lists most of the job classifications that have been filled by temporary help from employment agencies and the more commonly used occupational categories. The job specifications used to describe the work to be performed by the temporary employees have been developed to designate an acceptable minimum level of requirements for temporary personnel.

Wages

The Contractor(s) will adhere to the percent markup over the listed salaries to be paid to temporary employees.

Certifications and Licenses

Contractor will assure that temporary employees hold all necessary certifications, licenses, etc. (such as valid, unrestricted Texas drivers license) as required by the City, depending on requirements for the position for which the temporary employee is hired.

The Contractor is responsible to provide a Department of Motor Vehicle printout to the City whenever a Texas driver license is required.

Copies of any special licenses, certifications, etc. must be provided to the department(s) at the time of initial interview or upon arrival at job site, for any position requiring such licenses, certifications, etc.

Resumes

Resumes or equivalent document(s) may be reviewed for all temporary help positions and must be provided at the time of interview with the City or upon arrival at job site.

Testing and Training

Personnel provided under this contract shall have all necessary skills to meet job requirements. Contractor must provide a complete description of testing requirements (typing wpm, computer software, etc.) measures and evaluations in hiring, screening and matching job specific skills.

Contractor shall be responsible for a safety-training program, relative to the work involved, which is made available to temporary workers at the Contractors expense. Training shall cover safety issues such as: working in confined spaces and at heights of approximately 20 feet or more.

Confirmation of any employee's successful completion of the training will be provided to the City.

Orientation

Contractor shall be responsible for an orientation program, including providing a handout, to introduce temporary employees to the City of Bryan workplace. Orientation will be made available to temporary workers at the Contractor's expense.

Training/Orientation is to contain, but not limited to, such policies as anti-discrimination/harassment, sexual harassment prevention, Americans with Disabilities Act and drug free workplace.

Drug Testing

Temporary employees must receive a negative result on the pre-employment drug test prior to placement. Indicate whether your firm is currently conducting such drug tests. If so, indicate your firm's method for conducting such tests. If not currently conducting drug tests, indicate your ability to meet this requirement.

Background Checks

A criminal records check should be conducted for all temporary personnel assigned to the City. Indicate whether your firm is currently conducting such background checks. If so, indicate your firm's method for conducting such tests. If not currently conducting background checks, indicate your ability to meet this requirement.

Call Off

Contractor(s) will waive all charges for employees who report to work and are deemed unsatisfactory within the first 4 hours. If the employee works more than four hours and is then deemed unsatisfactory, the Contractor may bill the City for all hours worked in the shift.

Work Hours and Breaks

Hours worked will be reported in whole and quarter hours. The City will specify the time for the temporary employee's arrival and departure from the workstation. Temporary employees shall not be paid for time spent applying and testing/interviewing for City jobs nor for any time not actually spent in productive work for the City.

As scheduled by the immediate supervisor, a temporary employee may take two (2), fifteen (15) minute break periods each work day. Temporary employees are not entitled to extra compensation in lieu of a break. Nor can the time allowed for a break period be applied to any other absence, leave or time off.

Employees who are scheduled to work the regular hours that the City is open for business are generally allotted one (1) hour per day for an unpaid lunch period. Employees who work shift work are generally allotted thirty (30) minutes per day for an unpaid lunch period. Employees should not perform work during the lunch break without obtaining permission from their immediate Supervisor.

Work assignment shall vary depending on the needs of the individual departments for the City and work may include shifts, holidays, weekends, etc.

Temporary employees will not work overtime or beyond the work shift without prior written authorization from the hiring department supervisor/manager. Time and one-half the regularly hourly rate will be paid for hours in excess of the initial forty-hour workweek.

In the event a temporary employee is initially requested to work a full shift and is released before four hours, due to circumstances other than quality of work performance, the City will be billed for four hours.

Tax Obligations

The City will not be held responsible for any tax obligation, including, but not limited to Federal Income Tax withholding, FICA, or unemployment compensation. Personnel furnished by the Contractor(s) are not entitled to participate in any plans or benefits offered to City employees.

Reports

The Contractor(s) shall provide to the City a usage report showing the total number of days filled for each personnel category included in this contract. This report is due thirty (30) days prior to the end of each twelve month period of the contract.

JOB CATEGORIES/HOURLY RATES

RECEPTIONIST-\$9.50/hr

Places, receives and routes phone calls. Provides general information to callers or visitors. Greets and directs visitors. Provides telephone directory assistance. Takes telephone messages. Additional duties may include: opening, delivering and sending mail; using photocopying and facsimile machine, typing general letters or information on a personal computer.

SECRETARY-\$10.25/hr

Ability to perform a variety of entry level office duties that may require the use of limited independent judgment and skill in processing, communication, creating and/or maintaining various records, files and information such as answering a multi-phone line, answers questions according to established guidelines; routes calls/visitors to appropriate source; types and proofreads reports and other correspondence; opens and distributes mail; files/retrieves documents; may schedule appointments and make travel arrangements. Must have basic knowledge of general office practices/procedures and equipment such as computer, copier, adding machine, facsimile, etc.

ADMINISTRATIVE ASSISTANT-\$12.00/hr

Performs more complex clerical and administrative duties that require specialized skills and independent judgment in reviewing, processing, communicating and maintaining various records and information with additional responsibilities as follows: ability to interface with Executives and handle confidential matters. Advanced knowledge of Word, Excel, PowerPoint, etc. is required.

DATA ENTRY CLERK-\$10.25/hr

Operates a computer system to input a variety of data, compiles and ensures information is complete and accurate. Generates reports and other information; distributes to proper personnel; assists in routing calls/visitors to appropriate source; and may perform other general office duties.

ACCOUNTING CLERK-\$11.50/hr

Knowledge of basic accounting principles, working experience in accounting and 10-key by touch, some typing and answering inquiries. Must have the ability to handle monies and be familiar with bank procedures. Skill in reading computer reports and conducting basic research.

GROUNDS WORKER-\$12.00/hr

Assists in maintaining the appearance of City parks and public properties including the landfill; may include some manual labor, picking up trash and moving large items.

RECYCLING CENTER ASSISTANT-\$11.00/hr

Assists coordinator in the operation of the City of Bryan recycling center. Receives, sorts and places recycling materials from citizens into designated bins; also responsible for operating baler; excellent customer contact skills.

SERVICE WORKER-\$11.00/hr

Performs a combination of unskilled and low-level semi-skilled duties to keep office buildings and related facilities in clean and orderly condition.

LABORER-\$12.50/hr

Performs manual, sometimes heavy, labor to assist departments in digging, lifting, pushing, pulling, etc; may operate some equipment.

BID SHEETS

(Page 1 of 6)

RFB #10-008 - Annual Contract for Temporary Employment Services**GENERAL**

All bids must be in strict accordance with all terms, conditions and specifications within this Bid Request #10-008.

To be accepted, bidders must thoroughly complete all blanks in this section. (Please type or write legibly in ink.).

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 bidder's markup (percentage). Total estimated number of hours provided below will be used for evaluation purposes only. The City does not guarantee any minimum quantities or expenditures.

The City prefers to award the entire contract to a single Contractor; 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 urgent situations in the event the primary contractor is unable to respond as needed.

As previously stated on page 12 of this document, The City will give preference to offers with no fees or waiting period for any temporary employee to permanently hire.

Item	Total Est. Hours	Job Description/ COB Hourly Wage	% Markup
1	1000	Receptionist – \$9.50/hr. Places, receives and routes phone calls. Provides general information to callers or visitors. Greets and directs visitors. Provides telephone directory assistance. Takes telephone messages. Additional duties may include: opening, delivering and sending mail; using photocopying and facsimile machine, typing general letters or information on a personal computer.	
2	1000	Secretary – \$10.25/hr. Ability to perform a variety of entry level office duties that may require the use of limited independent judgment and skill in processing, communication, creating and/or maintaining various records, files and information such as answering a multi-phone line, answers questions according to established guidelines; routes calls/visitors to appropriate source; types and proofreads reports and other correspondence; opens and distributes mail; files/retrieves documents; may schedule appointments and make travel arrangements. Must have basic knowledge of general office practices/procedures and equipment such as computer, copier, adding machine, facsimile, etc.	
3	100	Administrative Assistant - \$12.00/hr Performs more complex clerical and administrative duties that require specialized skills and independent judgment in reviewing, processing, communicating and maintaining various records and information with additional responsibilities as follows: ability to interface with Executives and handle confidential matters. Advanced knowledge of Word, Excel, PowerPoint, etc. is required.	
4	1000	Data Entry Clerk - \$10.25/hr Operates a computer system to input a variety of data, compiles and ensures information is complete and accurate. Generates reports and other information; distributes to proper personnel; assists in routing calls/visitors to appropriate source; and may perform other general office duties.	

5	500	(page 2 of 6) Accounting Clerk - \$11.50/hr Knowledge of basic accounting principles, working experience in accounting and 10-key by touch, some typing and answering inquiries. Must have the ability to handle monies and be familiar with bank procedures. Skill in reading computer reports and conducting basic research	
6	500	Grounds Worker - \$12.00/hr Assists in maintaining the appearance of City parks and public properties including the landfill; may include some manual labor, picking up trash and moving large items.	
7	250	Recycling Center Assistant - \$11.00/hr Assists coordinator in the operation of the City of Bryan recycling center. Receives, sorts and places recycling materials from citizens into designated bins; also responsible for operating baler; excellent customer contact skills.	
8	100	Service Worker – \$11.00 Performs a combination of unskilled and low-level semi-skilled duties to keep office buildings and related facilities in clean and orderly condition.	
9	100	Laborer - \$12.00/hr Performs manual, sometimes heavy, labor to assist departments in digging, lifting, pushing, pulling, etc; may operate some equipment.	

SPECIFY: Will your firm waive fees and/or waiting period for any temporary employee to permanently hire? Reference **Page 12, Temporary to Permanent**. ____ Yes ____ No

If “No”, specify your minimum and best offer for temporary to permanent employment.

SPECIFY: Provide complete description of testing requirements. Reference **Page 18, Testing and Training**.

Bid Sheets - Continued
(Page 3 of 6)

SPECIFY: Indicate whether your firm is currently conducting drug testing. Reference **Page 19, Drug Testing**. ☐ Yes ☐ No

If “Yes”, indicate your firm's method for conducting such tests.

SPECIFY: Indicate whether your firm is currently conducting background checks. Reference **Page 19, Background Checks**. ☐ Yes ☐ No

If “Yes”, indicate your firm's method for conducting such tests.

METHOD OF PAYMENT:

1) PAYMENT TERMS: Net 30 (Vendor paid within 30 days of invoice or receipt of goods accepted in good order.)

2) PROMPT PAYMENT DISCOUNT: _____% within 10 days (e. g. 1%, 2%, 5%)

CLIENT REFERENCES

Bid Sheets - Cont. (Page 4 of 6)

References: The City of Bryan will conduct reference checks as needed to evaluate bids. The City may contact those listed, and inclusion of this listing in your bid is agreement that the City may contact the named reference. The City reserves the right to contact other companies or individuals that can provide information to the City that will assist the City in fully evaluating the Service Provider.

All reference checks must show that the successful bidder is in good standing with their current and previous customers. All bidders are required to provide a **minimum of five (5)** references from current and recent clients of similar size and scope.

COMPANY/OWNER: _____

CONTACT: _____ PHONE/FAX #: _____

COMPANY/OWNER: _____

CONTACT: _____ PHONE/FAX #: _____

COMPANY/OWNER: _____

CONTACT: _____ PHONE/FAX #: _____

COMPANY/OWNER: _____

CONTACT: _____ PHONE/FAX #: _____

COMPANY/OWNER: _____

CONTACT: _____ PHONE/FAX #: _____

FELONY CONVICTION NOTIFICATION

Bid Sheets - Continued (Page 5 of 6)

Any person and/or business entity that enters into a contract with the City of Bryan must give advance notice to the City if any employee or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The notice must also describe the role that the employee, owner, or operator will perform in executing the contract. The City may require substitution of employees in the performance of the contract.

The City may terminate a contract with a person or business entity if the City determines that the person or business entity failed to give notice as required by this clause, misrepresented the conduct resulting in the conviction, or failed to substitute personnel at City's request.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name:

Authorized Company Official's Name (Printed)

Date

A. My firm is not owned or operated by anyone who has been convicted of a felony nor does it have any employees who have been convicted of a felony:

Signature of Company Official:

B. My firm has employee(s) or is owned or operated by the following individual(s) who has/have been convicted of a felony:

Signature of Company Official:

C. Provide a general description of the conduct resulting in the conviction of a felony.

Signature of Company Official:

D. Describe the role that the person(s) convicted of a felony will play in the performance of the contract.

Signature of Company Official:

CERTIFICATION OF BID

Bids Sheets - Continued
(Page 6 of 6)

CERTIFICATION and AUTHORIZATION:
RFB #10-008, Annual Contract for Temporary Employment Services

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Exhibit A, Standard Form of Contract, if awarded the bid.

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Fax No.: _____

Email: _____

Bid Address: _____

P.O. Box or Street City State Zip

Order Address: _____

P.O. Box or Street City State Zip

Remit Address: _____

P.O. Box or Street City State Zip

Federal Tax ID No.: _____

Date: _____

NOTICE OF NON-PARTICIPATION

RFB #10-008, Annual Contract for Temporary Employment Services

If, for some reason, you are not participating in the solicitation, PLEASE complete the following and return to:

City of Bryan
Purchasing Department
Attn: Joan Finkes, C.P.M.
Purchasing Manager
1309 E. Martin Luther King St.
Bryan, TX 77803

DO NOT return the solicitation packet. **Failure to respond may result in removal of your organization from our current Vendor file.**

Company Name: _____

Address: _____

Phone number: _____

Fax number: _____

Reason for no response to this RFB:

Please check the items that apply:

- ☐ Suitable, but engaged in other work
- ☐ Do not sell the item(s) required.
- ☐ Can not be competitive.
- ☐ Can not meet the specifications highlighted in the attached Bid.
- ☐ Can not provide insurance required.
- ☐ Can not provide bonding required.
- ☐ Can not comply with indemnification requirements.
- ☐ Job too large.
- ☐ Job too small.
- ☐ Do not wish to do business with the City.
- ☐ Other reasons; please explain.

Other remarks: _____

Signature

Title

EXHIBIT A

CONTRACT FOR TEMPORARY EMPLOYMENT SERVICES

RFB #10-008

This Contract, dated _____, 2010, is between the **City of Bryan**, a Texas home-rule municipal corporation, (the City) and _____ (the Service Provider), whereby the Service Provider agrees to provide the City with certain services as described herein and the City agrees to pay the Service Provider for those services.

1. Scope of Services

In consideration of the compensation stated in **paragraph 2**, the Service Provider agrees to provide the City with the services as described in Exhibit A, RFB #10-008 Annual Contract for Temporary Employment Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows:

Temporary Employment Services

2. Payment

In consideration of the Service Providers provision of the services in compliance with all terms and conditions of this Contract, the City shall pay the Service Provider according to the terms set forth in Exhibit A, RFB #10-008, Annual Contract for Temporary Employment Services. Except in the event of a duly authorized change order, approved by the City in writing, the total cost of all services provided under this Contract may not exceed \$ _____.

3. Time of Performance

A. All work and services provided under this Contract must be completed according to the Scope of Services described in Exhibit A, RFB #10-008, Annual Contract for Temporary Employment Services.

B. **Time is of the essence of this Contract.** The Service Provider shall be prepared to provide the services in the most expedient and efficient manner possible in order to complete the work by the times specified and described in Exhibit A, RFB #10-008, Annual Contract for Temporary Employment Services.

4. Warranty, Indemnification, Release & Insurance

A. As an experienced and qualified Service Provider, the Service Provider agrees that the services provided by the Service Provider reflect the professional and industry standards, procedures, and performances. The Service Provider agrees the selection and supervision of personnel, and the performance of services under this Contract, will be pursuant to the standard of performance in the profession. The Service Provider agrees that the Service Provider will exercise diligence and due care

and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Service Provider, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy, competency and quality of the services provided, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid services provided by the Service Provider, its employees, associates, agents, or subcontractors.

B. The Service Provider shall promptly correct any defective work furnished by the Service Provider at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the services hereunder itself shall in no way alter the Service Providers obligations or the City's rights hereunder.

C. In all activities or services performed hereunder, the Service Provider is an independent contractor and not an agent or employee of the City. The Service Provider and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Service Provider shall be responsible for the services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Service Provider shall supply all materials, equipment, and labor required for the services to be provided under this Contract. The Service Provider shall have ultimate control over the execution of the services. The Service Provider shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Service Provider or any of the Service Providers subcontractors.

D. The Service Provider must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Service Provider, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

E. Responsibility for damage claims (indemnification): Service Provider shall defend, indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property resulting from the Service Provider's negligent performance of the work, or by or on account of any claims or amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree, and his sureties shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to the effect furnished the City. Service Provider shall defend, indemnify and save harmless the City, its officers, agents and employees in accordance with this indemnification clause only for that portion of the damage caused by Service Provider's negligence.

F. Release. The Service Provider 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, sickness or death of the Service Provider or its employees and any loss of or damage to any property of the Service Provider or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Service Provider's

negligent performance of the work. Both the City and the Service Provider expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

G. Insurance. The contractor agrees to maintain the coverage's, endorsements, and limits in accordance with and set forth by the Insurance Coverage & Limit Table below for the duration of this contract. The Contractor agrees to:

- Deliver to the City Certificate(s) of Insurance evidencing that such policies are in full force and effect not later than 5 business days after notification of the City's intent to award a contract, but in any event prior to commencement of work. If policy endorsements are necessary, satisfactory evidence of request to insurance carrier must accompany the Certificate(s) of Insurance. Failure to meet these requirements may cause the bid to be rejected.
- Submit any policy endorsements within 30 days of the City's intent to award contract. No payment will be made and/or the City may stop work or terminate the contract if contractor fails to supply satisfactory evidence of policy endorsements.
- Allow the City the right to obtain complete, certified copies of all required insurance policies at any time.
- Clearly indicate contract name and contract number to which Certificate(s), endorsements, and policies apply.

The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by Contractor, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Contractor.

INSURANCE COVERAGE & LIMIT TABLE

WORKERS' COMPENSATION INSURANCE & EMPLOYERS' LIABILITY INSURANCE – Statutory & \$500,000/\$500,000/\$500,000 Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability. In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor. Waiver of subrogation in favor of the City required. This requirement may be waived with satisfactory evidence that the contractor is sole proprietor(s)/has no employees.

COMMERCIAL GENERAL LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors. Additional insured endorsement required.

BUSINESS AUTOMOBILE LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned, and hired automobiles. Should the Contractor not own any automobiles and furnish satisfactory evidence of this, the business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

PROFESSIONAL LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence Contractor agrees to maintain Professional (Errors & Omissions) Liability to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission of the contractor or any person employed or acting on the contractor's behalf (including but not limited to sub-contractors). For policies written on a "claims-made" basis, contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract and that continuous coverage will be maintained or a supplemental extended reporting period will be purchased with a minimum reporting period not less than two years after the completion of this contract. The contractor is solely responsible for any additional premium for the supplemental extended reporting period.

COMMERCIAL CRIME/FIDELITY BOND – Limit not less than value of funds or properties in control of until delivered to City Contractor agrees to furnish a Commercial Crime/Fidelity Bond for Employee Dishonesty on a blanket basis. The bond shall be endorsed to cover "Third-Party" liability including a clause in favor of the City.

UMBRELLA or EXCESS LIABILITY Contractor may satisfy the minimum liability limits required for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. The annual aggregate limit shall not be less than the highest "each occurrence" limit. Contractor agrees to endorse City as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.

CONTRACTOR'S INSURANCE TO BE PRIMARY Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City for liability arising out of operations under the contract.

DEDUCTIBLES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

RIGHT TO REVIEW AND ADJUST The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

SUBCONTRACTOR'S INSURANCE Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified, provided the Contractor's insurance does not afford coverage on behalf of the subcontractor.

CERTIFICATE OF INSURANCE Contractor shall furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A-" or better and/or otherwise acceptable to the City. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. The certificate(s) shall contain a provision that coverage under such policies shall not be cancelled or non-renewed until at least thirty (30) days prior

written notice, or ten (10) days notice for cancellation due to non-payment of premiums, is given the City of Bryan.

If the event the City is notified that a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right, but not the obligation, to withhold payment to Contractor until coverage is reinstated. If the Contractor fails to maintain the required insurance, the City shall have the right, but not the obligation, to purchase the required insurance at Contractor's expense.

Certificates and notices should be provided to the City at the following address:

City of Bryan
Attn: Risk Management
PO Box 1000
Bryan, TX 77805

5. Termination

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

B. If, through any cause, the Service Provider fails to fulfill its obligations under this Contract, or if the Service Provider violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Service Provider **five (5)** calendar days written notice. The Service Provider will be compensated for the services satisfactorily performed before the termination date.

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

6. Miscellaneous Terms

A. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

B. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

The City of Bryan
Attn: Kari Griffin, Human Resources Director
P.O Box 1000
Bryan, Texas 77805

The Service Provider:

C. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

D. This Contract represents the entire and integrated agreement between the City and the Service provider and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

E. This Contract and all rights and obligations contained herein may not be assigned by the Service Provider without the prior written approval of the City.

F. The Service Provider, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Bryan, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Service Provider must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

G. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

CITY OF BRYAN:

APPROVED AS TO FORM:

Janis Hampton, City Attorney
Date: _____

D. Mark Conlee, Mayor
Date: _____

ATTEST:

Mary L. Stratta, City Secretary
Date: _____

SERVICE PROVIDER:

By: _____

(Service Provider - Corporate Seal)

Printed Name: _____

Title: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

ACKNOWLEDGEMENT

This instrument was acknowledged before me on the _____ day of _____, 2010, by
_____ on behalf of _____.

Notary Public in and for The State of Texas