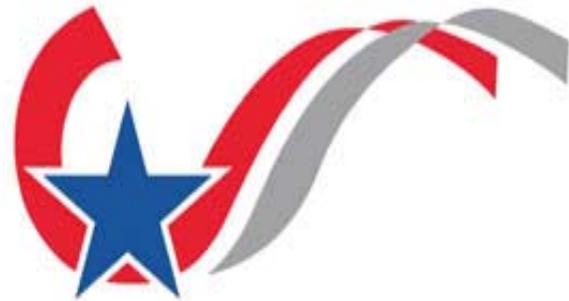


REQUEST FOR PROPOSAL

**AUTOMATED STREET LIGHT
MONITORING SYSTEM**



CITY OF COLLEGE STATION

RFP #08-72

DUE DATE: September 3, 2008

@ 4:00 P.M. C.S.T.

CITY OF COLLEGE STATION, TEXAS

1101 Texas Ave.

College Station, TX 77842

(979) 764-3555

www.cstx.gov

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INTRODUCTION

The City of College Station is soliciting Proposal(s) (RFP's) from firms who are interested and qualified to provide an automated system to monitor, maintain and control street and roadway lighting networks.

It is the intent of the City of College Station to select a single firm to accomplish all the services outlined in this Request for Proposal.

You may upload one (1) electronic proposal in the format prescribed herein on our website at www.cstx.gov. However, if you choose to respond in writing, one (1) original, three (3) copies and one (1) electronic version (CDRom) of the proposal should be returned in a sealed envelope bearing the name and address of the respondent. Response packages will be accepted until 4:00 p.m. CST on Wednesday, September 3, 2008 and should be addressed to:

Purchasing Manager
Purchasing Department
City of College Station
1101 Texas Avenue
P.O. Box 9960
College Station, Texas 77842

Schedule of Important Dates

The tentative schedule for this Request for Proposal is as follows:

Release RFP to Vendors	August 19, 2008
Advertisement Dates	August 19 & 26, 2008
Deadline for Questions and Inquiries	August 26, 2008
Proposal Submission Deadline	September 3, 2008
Contract Evaluations/Negotiations	September 2008
Earliest Award by City	September 2008
Earliest Date for Installation and Training	October 2008

DEFINITIONS, TERMS AND CONDITIONS

Definitions

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

CITY OF COLLEGE STATION – Same as City.

CITY COUNCIL – The elected officials of the City of College Station, Texas 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 Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity and/or service specified.

CITY – The government of the City of College Station, Texas.

FIRM – The successful Offeror of this request.

RFP – Request for Proposal

Electronic Documents

Firms may be supplied with the original documents in electronic form to aid in the preparation of proposal(s). By accepting these electronic documents, Firms agree not to edit or change the language or format of these documents. Submission of a proposal by Firms signifies full agreement with this requirement.

Receipt of Proposals

The submitted Proposal (s) must be received by the Purchasing Services Division prior to the time and date specified. The mere fact that the Proposal was dispatched will not be considered; the firm must insure that the Proposal is actually delivered.

Questions and Inquiries

Questions and inquiries about this Request for Proposal should be directed to: Cheryl K. Turney, C.P.M., at cturney@cstx.gov Questions should be submitted on or before 5:00 p.m. local time on the specified date provided herein.

Reservations

The City reserves the right to accept or reject any or all Proposals as a result of this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this Request for Proposal if found in the best interest of the City. All Proposals become the property of the City of College Station.

Reimbursements

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

Certification

Proposals must be completed and submitted as required in this document. Certification form must be fully completed.

Standard Contracts

Should this Request for Proposal include any of the City's Standard Contracts, a statement of willingness to utilize the City of College Station Standard Agreement for Consulting Services (attached) must be provided. The Firm should review the attached Standard Form of Agreement thoroughly.

Communication

The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written requirements and qualifications will be considered.

Management

Should there be a change in ownership or management, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable by either party.

Payment Terms

Invoices must be submitted by the vendor in duplicate to the City of College Station, Accounting Dept., P.O. Box 9973, College Station, Texas 77842-0973. If invoices are subject to cash discount, discount period to be taken from the date of completion of order or date of receipt of invoice, whichever occurs last regardless of whether or not correct discount terms appear on invoice. All invoices to be paid in full within 30 days after satisfactory delivery of services and billing.

Negotiations

Negotiations may be conducted with responsible offeror(s) who submit Proposals that are reasonably susceptible of being selected. All firm(s) reasonably susceptible of being selected based on criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview with the Selection Committee. Following any presentation and/or interviews, firms will be ranked in order of preference and contract negotiations will begin with the top ranked firm. Should negotiations with the highest ranked firm fail to yield a contract, or if the firm is unable to execute said contract, negotiations will be formally ended and then commence with the second highest ranked firm, etc.

Disclosure

At the public opening, there will be no disclosure of contents to competing firms, and all Proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the Firm identifies as proprietary, all Proposals will be open for public inspection after the contract award.

Award of the Contract

Award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in this request for qualifications.

Interlocal Agreement

Successful offeror agrees to extend prices and terms to all entities who have entered or will enter into joint purchasing interlocal cooperation agreement(s) with the City of College Station.

BACKGROUND/GENERAL INFORMATION

City of College Station maintains approximately 5,000 street lights. This proposal is for monitoring an initial installation of 1,000 street lights with an additional 1,000 to be added over the course of the next 2 years. A system map is attached as Exhibit "A" showing the proposed locations for the initial installation of 1,000.

SPECIAL PROVISIONS

Financial Condition

Contractor must provide audited financial statements within 30 days, if requested, to the City.

Contract Terms and Conditions

It is understood that any resulting contract executed will contain the following Indemnification and Release language:

Indemnification

Contractor agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, for damage to any property, or for any breach of contract, arising out of, or in connection with the work done by Contractor under this Contract. In the event of personal injury to or death of Contractor' employees, such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City. Such indemnity shall not apply, however, to liability arising from the personal injury, death, or property damage of persons other than the Contractor or its employees where such liability is caused by or results from the negligence of the City.

Release

Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either of the parties hereto or other third parties) and any loss of or damage to property (whether property of either of the parties, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and regardless of whether such loss, damage, injury, or death was caused in whole or in part by the negligence of the City.

SCOPE OF WORK

It is the City's intent that the successful firm will be involved for the full duration of the implementation of an automated system to monitor, maintain and control street and roadway lighting network. The system must allow the City to effectively manage and maintain street lights and also monitor power quality to ensure continuous and uninterrupted supply to College Station Utilities customers. Minimum requirements of any proposed system must include:

1. Remote, secure, desktop control that allows city staff to monitor the entire streetlight network from their desktop via a secure website;
2. Automated detection of cycling lamps and malfunctioning equipment; diagnosis of streetlight problems;
3. Capture historical data related to lamp life cycles, repairs, maintenance and replacement;
4. Reporting capability for individual fixtures and/or groups of fixtures, fault conditions, and repair and maintenance data.

Proposals must include itemized costs for software purchase, installation, numbering poles, fixtures and providing map information for updates. Training on operation of system must also be included.

Firms are encouraged to submit proposals for a completely outsourced system including installation, monitoring, replacing photo controls and lamps, and any other components not specifically listed for a vendor hosted system.

FORMAT REQUIREMENT

You may upload one (1) electronic proposal in the format prescribed herein on our website at www.cstx.gov. However, if you choose to respond in writing, one (1) original, three (3) copies and one (1) electronic version (CDRom) of the proposal should be returned in a sealed envelope bearing the name and address of the respondent.

The City of College Station requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Firms with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation.

TAB A Qualifications and experience

1. Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement.

2. Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.
3. Describe the experience of the firm in the last thirty six (36) months in performing consulting services in similar size and scope.
4. The same information must be provided for any associate firm or sub-consultant.

TAB B

Rates and expenses

1. Provide a proposed fee schedule broken down by task. Express your fees in not-to-exceed amounts for purchased vs. hosted services. Proposed terms must be included.
2. Initial start up costs, ongoing maintenance costs and future installation costs should be itemized. Expenses not specifically listed will not be considered.
3. Firm shall incur no travel or related expenses chargeable to the City without prior approval by an authorized City representative.
4. The actual contract amount will be negotiated after the consultant has been selected and the scope of work finalized.

TAB C

Methodology including technical approach and understanding of the scope of the project.

1. Proposals must include a narrative description of the Firms' plan for accomplishing the work and services to be provided to the City.
2. Proposals must indicate a clear understanding of the scope of work, including a detailed project plan for this engagement outlining major tasks and responsibilities, time frames, and staff assigned for each category of the scope of work identified above.
3. Proposals shall identify progress reports that will be made available during the process and key decision points.
4. Proposals shall clearly distinguish the Firms' duties and responsibilities and those of the City. Absence of this distinction shall mean the Firm is assuming full responsibility for all tasks.

TAB D

References

1. Provide references for similarly successful projects from three governmental agencies (or regional districts), including the name of the agency, contact name, telephone, fax and email address.

TAB E

Certification, acknowledgement of any Addenda issued and a statement of willingness to sign the City's Standard Form of Agreement.

EVALUATION FACTORS

After receipt of proposals, City of College Station will use the following criteria in the selection process:

- 30% Qualifications, experience and references
- 35% Rates and expenses
- 20% Project time-line
- 15% Project design and methodology including technical approach and understanding of the scope of the project.

CERTIFICATION

The undersigned affirms that they are duly authorized to execute this contract, that this RFP has not been prepared in collusion with any other firm, and that the contents of this RFP have not been communicated to any other firm prior to the official opening of this RFP. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

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

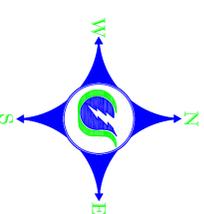
Federal Tax ID No.: _____

Date: _____

END OF RFP #08-72

EXHIBIT A

SYSTEM MAP



Street Light Count

-  200W St. Light = 440
-  400W St. Light = 507
- Total = 947

CITY OF COLLEGE STATION

200W & 400W Street Lights

College Station Utilities
 1601 Graham Road
 College Station Tx, 77842

SCALE: Not to Scale	DATE: 06/11/08	DWG NAME: LIGHTS/STREETS	SHEET NO: 1 of 1
DESIGNED BY: G. Matinez	PROJECT BY: I. Michalsky		REV:

EXHIBIT B

STANDARD FORM OF AGREEMENT CONTRACT

City of College Station

SERVICE CONTRACT

This contract is by and between the **City of College Station**, a Texas home-rule municipal corporation (the “City”), and _____ (the “Contractor”), for the following work: **Street Light Monitoring System** a service provided by the Contractor as an independent contractor.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit “A” and incorporated by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the City as provided in this Contract, and in consideration of the Contractor’s final completion of all work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed _____ and ___/100 Dollars (\$_____). Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the City, and the City shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the City's receipt and the City’s approval of the work and the application for payment.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$50,000.00. Changes in excess of this amount must be approved by the City Council prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No “Notice to Proceed” may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.

7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The City shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described above. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The City will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.
8. **OPTION - SELECT A OR B (initial) (both A & B shall apply if contract amount is over \$15,000.00)**

_____A. The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, volunteers, employees, or subcontractors. Said insurance shall list College Station, its employees, and officials as additional named insureds. See Exhibit B for required limits of insurance. Certificates of insurance evidencing the required insurance coverages shall be attached hereto as Exhibit C.

- OR -

_____B. **It is further agreed that the Contractor (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.**

9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by**

insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

10. The City is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the City without paying the tax on the materials at the time of purchase.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the City, must verify eligibility for employment as required by IRCA.
12. At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.
16. The parties hereby state that they have read the terms of this Contract and hereby agree to the conditions contained herein.
17. 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.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or

unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20. This Contract represents the entire and integrated agreement between the City and Contractor 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.

21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

[NAME OF CONTRACTOR]

BY: _____
Printed Name: _____
Title: _____

Date

CITY OF COLLEGE STATION

BY: _____
Mayor
(required if Contract is \$50,000 or more)

Date

ATTEST:

City Secretary
(required if Contract is \$50,000 or more)

Date

CITY OF COLLEGE STATION

BY: _____
City Manager

Date

APPROVED:

City Attorney

Date

Chief Financial Officer

Date

Exhibit A

SCOPE OF SERVICES

Exhibit B

INSURANCE REQUIREMENTS

Exhibit B

INSURANCE REQUIREMENTS

During the term of this Agreement Contractor's insurance policies shall meet the following requirements:

- I. Standard Insurance Policies Required:
 - A. Commercial General Liability
 - B. Business Automobile Liability
 - C. Workers' Compensation

- II. General Requirements Applicable to All Policies:
 - A. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
 - B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
 - C. "Claims Made" policies are not accepted.
 - D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of College Station.
 - E. Upon request, certified copies of all insurance policies shall be furnished to the City of College Station.
 - F. The City of College Station, its officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

- III. Commercial General Liability
 - A. General Liability insurance shall be written by a carrier with a "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
 - B. Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00 which limits shall be endorsed to be per Project.
 - C. Coverage shall be at least as broad as ISO form GC 00 01.
 - D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.

- E. The coverage shall include but not be limited to the following:
premises/operations with separate aggregate; independent contracts;
products/completed operations; contractual liability (insuring the indemnity
provided herein) Host Liquor Liability, Personal & Advertising Liability; and
Explosion, Collapse, and Underground coverage.

IV. Business Automobile Liability

- A. Business Automobile Liability insurance shall be written by a carrier with a
“A:VIII” or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily
injury and property damage.
- C. Coverage shall be at least as broad as Insurance Service’s Office Number CA 00
01.
- D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of
the liability section in Item 2 of the declarations page.
- E. The coverage shall include owned autos, leased or rented autos, non-owned autos,
any autos and hired autos.
- F. Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit
of \$1,000,000.00.

- V. Those policies set forth in Paragraphs III and IV shall contain an endorsement naming the
City as Additional Insured and further providing that the Contractor’s policies are
primary to any self-insurance or insurance policies procured by the City. The additional
insured endorsement shall be in a form at least as broad as ISO form GC 2026. Waiver
of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of
the City on all policies obtained by the Contractor in compliance with the terms of this
Agreement. Contractor shall be responsible for all deductibles which may exist on any
policies obtained in compliance with the terms of this Agreement. All coverage for
subcontractors shall be subject to the requirements stated herein. All Certificates of
Insurance and endorsements shall be furnished to the City’s Representative at the time of
execution of this Agreement, attached hereto as Exhibit C, and approved by the City
before work commences.

VI. Workers Compensation Insurance

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas
Administrative Code, all employees of the Contractor, all employees of any and
all subcontractors, and all other persons providing services on the Project must be
covered by a workers compensation insurance policy: either directly through
their employer’s policy (the Contractor’s or subcontractor’s policy) or through an
executed coverage agreement on an approved Texas Department of Insurance
Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor
does not have his or her own policy and a coverage agreement is used, contractors

and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

- B. Workers compensation insurance shall include the following terms:
1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are required.
 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 3. Texas must appear in Item 3A of the Workers Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- C. Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, 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:

"A. Definitions:

Certificate of coverage ("certificate") – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-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 ("subcontractors" in § 406.096 [of the Texas Labor Code]) - 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,*

that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

- 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 calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*
- 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 calendar days after the Contractor knew or should have known, or 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 Division of Workers Compensation, 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, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*
 - (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 to 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 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*
- (7) *Contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*

J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor 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 that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."

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

- A. The company is licensed and admitted to do business in the State of Texas.
- B. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- C. All endorsements and insurance coverages according to requirements and instructions contained herein.

- D. The form of the notice of cancellation, termination, or change in coverage provisions to the City of College Station.
- E. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

Exhibit C

CERTIFICATES OF INSURANCE