



**NOTICE TO PROPOSER**  
**Caldwell County Professional Security Door/Hardware Services**  
**RFP: 19CCP01P**

Sealed proposals addressed to the Purchasing Agent Caldwell County – Danie Blake for **Professional Security door/hardware Services** will be received at the Caldwell County Purchasing Department until 1:59 PM. (CST), March 29<sup>th</sup>, 2019. Any proposals received after closing time will be returned unopened. Return sealed proposals to the Caldwell County Purchasing Agent, Danie Blake, Caldwell County Courthouse, 110 S. Main Street, Lockhart, Texas, 78644. Mark outside of envelope "PROPOSAL" **Professional Security door/hardware Services (RFP 19CCP01P)**.

Additional proposal sheets and specifications may be picked up in the Purchasing Department at 110 S. Main Street, Lockhart, Texas, 78644.

Proposals will be opened March 29<sup>th</sup>, 2019 at 2:00 PM (CST), Caldwell County Courthouse Purchasing Room 2<sup>nd</sup> Floor.

The County of Caldwell does not discriminate on the basis of race, color national origin, sex, religion, age and disability in employment or the provision of services.

**A Pre-Proposal meeting will be held at 07:00 A.M. to 09:00 A.M. (CST) on, Tuesday, March 19, 2019, at the Caldwell County Law Enforcement Center - Jail, 1204 Reed Drive, Lockhart, Texas. Proposers will be allowed to tour the facility and ask any questions on this date. Your point of contact will be CPT. James Short.**

**BID/PROPOSAL**

Proposal Date: March 29<sup>th</sup>, 2019

Time: 2:00 PM (CST)

Open: Caldwell County Purchasing Department,  
Caldwell County, Texas

**CALDWELL COUNTY COMMISSIONERS' COURT  
CALDWELL COUNTY COURTHOUSE  
LOCKHART, TEXAS**

Pursuant to General Specifications listed below and/or attached, the undersigned makes the following offer, F.O.B. Lockhart, Texas, with allowable exempt taxes (if applicable), having been removed from proposal price.

ITEM NO.	DESCRIPTION	AMOUNT
----------	-------------	--------

## **Professional Security door/hardware Services Caldwell County**

See attached proposal specifications and conditions.

Delivery/Completion will be made on or before                    20\_\_. The equipment or supplies will be new and will meet the general specifications.

CALDWELL COUNTY COMMISSIONERS' COURT RESERVES THE RIGHT TO ACCEPT ANY QUALIFIED PROPOSAL/PROPOSAL OR REJECT ALL PROPOSALS/PROPOSALS.

Company: \_\_\_\_\_  
By: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax No. \_\_\_\_\_

NOTE: USE THIS FORM ONLY. ADDITIONAL INFORMATION MAY BE ATTACHED.

The County of Caldwell does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

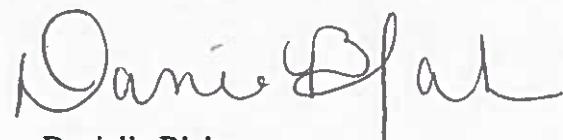
**INTERCOM AND DOOR LOCK SYSTEM**  
**(RFP: 19CCP01P)**

The enclosed invitation to proposal for **Professional Security door/hardware Services** contains the following information.

A. Notice to Proposers.....	Page 1
B. Bid/Proposal.....	Page 2
C. Proposal Summary.....	Page 3
D. Article I. Conditions .....	Page 4-7
E. Article II. Purchase Provisions .....	Page 7-10
F. Article III. General Provisions .....	Page 10-12
G. Article IV. Specifications/Floor Plans..	Page 13-16
H. Signature Page.....	Page 17
I. Affidavit.....	Page 18
J. Propser Residency Certification.....	Page 19
K. Service Agreement.....	Page 20-24

If any of the above items are not included, you should immediately contact the Caldwell County Purchasing Department, 110 S. Main St. Lockhart, TX 78644 PH: 512-359-4685 email: [Danielle.blake@co.caldwell.tx.us](mailto:Danielle.blake@co.caldwell.tx.us) and request the missing information.

Caldwell County assumes no responsibility for omissions or duplications because of the arrangement of the proposal documents conditions and/or specifications.



Danielle Blake  
Caldwell County Purchasing Agent

**Professional Security door/hardware Services**  
**RFP: 19CCP01P**

**ARTICLE I**  
**CONDITIONS**

Caldwell County is requesting proposals from qualified vendors to furnish and deliver, Professional Security door/hardware Services for the Detention Facility at the Caldwell County Sheriff's Office Law Enforcement Center, in accordance with the requirements specified herein and including all provisions set forth in the accompanying documentation.

1.1 **Purpose:** The purpose of these specifications is to provide sufficient information to allow Proposers the opportunity to propose on the requirements for an **Professional Security door/hardware Services:**

1.2 **Contacts:**

- A. Any technical questions concerning product specifications prior to the proposal opening date should be, in writing, directed to, Captain James Short, Caldwell County Sheriff's Office, E-mail address [jshort@caldwellcosheriff.com](mailto:jshort@caldwellcosheriff.com) and a copy, must be, submitted to Danie Blake at E-mail address [Danielle.blake@co.Caldwell.tx.us](mailto:Danielle.blake@co.Caldwell.tx.us)
- B. Any questions concerning the proposal document or preparation of proposals prior to the proposal opening date should be directed to, Danie Blake, Purchasing Agent, 512-359-4685 or E-mail address [Danielle.blake@co.caldwell.tx.us](mailto:Danielle.blake@co.caldwell.tx.us)

1.3 **Proposal Instructions:**

- A. **Submittals:** Proposer shall submit **One (1) Original and Six (6) copies** of the proposal. Original proposals must be clearly marked "ORIGINAL" and contain all original signatures.
- B. It is understood that Caldwell County reserves the right to accept or reject any/or all proposals and to waive any technicalities as it shall deem to be in the best interest of Caldwell County. Receipt of any proposal shall under no circumstances obligate Caldwell County to accept the lowest offer.
- C. **Late Proposals:** Proposals received in the Caldwell County Purchasing Office after submission deadline shall be returned unopened and will be considered void and unacceptable. Caldwell County is not responsible for lateness of mail, carrier, etc., and time/date stamp clock in the Purchasing Office shall be the official time of receipt. Caldwell County will not be responsible for unmarked proposals or proposals delivered to the wrong location.
- D. **Altering Proposals:** Proposals can not be altered or amended after proposal closing. Any alteration or erasure made before proposal closing time must be initialed by signer of the proposal, guaranteeing authenticity. After the due date, proposals become the property of Caldwell County.

- E. No oral, telegraphic or facsimile proposals will be considered.
- F. A proposal may not be withdrawn for a period of ninety (90) days after proposal closing and Proposers so agree upon submittal of their proposal.
- G. **Opening of Proposals:** Proposals will be received and publicly opened at the location, date and time stated in the "Notice to Proposer". Proposers, their representatives, and interested persons may be present.
- H. **Addendum:** Any interpretation, corrections or changes to these specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Caldwell County Purchasing Department. Addenda will be mailed to all who are known to have received a copy of the specifications. Proposers shall acknowledge receipt of all addenda.
- I. **Change Order:** No oral statement of any person shall modify or otherwise change, or effect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the County.
- J. Proposer must comply with all federal, state, county and local laws governing or covering this type of service.
- K. The fact that a manufacturer chooses not to produce equipment and/or provide services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. Where deviations from the specifications contained herein are necessary, the Proposer shall state why, in their opinion, the product and/or services they offer will render equivalent reliability and performance. Failure to detail all such deviations will comprise sufficient grounds for rejection of proposal.
- L. Any catalog, brand name or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the County desires to purchase. Proposals on equal items of like quality will be considered if the proposal is noted and fully descriptive brochures are enclosed. The County reserves the right to determine recognized and accepted equal substitutions. If notation of substitution is not made, it is assumed vendor is proposing item exactly as specified.
- M. Any exceptions to the specifications shall be noted in the proposal response.
- N. By submitting a proposal the vendor agrees to all specifications and conditions.

#### 1.4 **Conditions of Proposal:**

- A. All proposals shall be submitted on the attached proposal forms, Proposers shall quote, and identify exceptions, based on the detailed specifications.
- B. Proposals will be received and publicly opened at the location, date and time stated in the "Notice to Proposer". Proposers, their representatives, and interested persons may be present. Trade secrets and such confidential information contained in the proposal and identified as such by the Proposer shall not be disclosed at any time, unless required by law.
- C. This proposal shall constitute an agreement equally binding between the successful Proposer and the County. No different additional terms will become part of this agreement with the exception of a change order.

**1.5 General Conditions:**

- A. It is the responsibility of the Proposer to familiarize themselves with the facilities, utilities, equipment, storage capabilities and/or dispensing equipment needs of the County in this proposal.
- B. Items invoiced will be by order unit of measure included in the specifications.
- C. The County must be notified of any back order immediately after the order is placed.
- D. A service level of 98% must be maintained for all the proposal items. Service level will be based on first time receipt.
- E. All items provided shall be new in first class condition, and packaged in containers suitable for damage free transport and storage.

**1.6 Pricing:**

- A. Pricing information as stated on the proposal form of the successful vendor shall remain firm for the entire term and/or extensions of the contract. Price increases will not be allowed.
- B. Pricing shall be FOB, Lockhart, Texas identified in these specifications. Additional charges for packaging, handling fees, etc., will not be allowed.
- C. Requirements for the County will be ordered from a single supplier. Vendors shall price their proposal accordingly.
- D. The County is by statute exempt from State Sales Tax and Federal Excise Tax; therefore, the proposal price shall not include tax.
- E. The proposal prices must be good for ninety (90) days after the proposal opening date.

**1.7 Basis for Award:**

- A. The award will be made to the vendor whose proposal is determined to be the best for Caldwell County.
- B. **The proposal will be awarded on the basis of the County's total requirements, to one proposer. Proposers are required to propose on all items. An item or items that do not have a proposal will be considered for proposal rejection.**
- C. The County reserves the right to award this contract to the proposer that demonstrates the best ability to fulfill the requirements and needs of Caldwell County. The successful proposer shall commence work only after the approval of a completely executed contract and Insurance requirements.
- D. Caldwell County reserves the right to accept or reject any qualified proposal or to reject any and all proposals, and to waive minor informalities. The County is not liable for any costs incurred by the proposer.
- E. **Evaluation Criteria:** Evaluation Criteria shall include, but not limited to, the following items:
  - 30% Proposer's Experience, Qualifications, and/or System Evaluation.
  - 10% Proposer's Support, and/or Technical services.
  - 10% Proposer's Training services.
  - 40% Proposer's costs/rates for services.
  - 10% The ability of the proposer to meet County's requirements.

1.8 **Qualification of Proposer:** Proposer must, at the request of the County, furnish satisfactory evidence of their ability to furnish the product or services in accordance with the terms and conditions of the specifications. Only Proposers who can demonstrate to the satisfaction of the County that they are authorized to sell the proposal items or provide the services requested will be considered.

## **ARTICLE II** **PURCHASE PROVISIONS**

2.1 **Risk of Loss:** Seller shall bear the risk of loss of, or damage to, each item purchased until each item has been delivered to the location of installation or placement. Upon such delivery all risk of loss of, or damage to, each such item shall be borne by the Company until inspected and accepted in writing by an authorized representative of the County. Company agrees that it shall maintain adequate insurance on the items purchased until accepted as required herein.

2.2 **Relationship:** The relationship between the parties to this Contract shall be that of independent contractors. Nothing contained herein shall be interpreted or construed as establishing an agency or employer/employee relationship between the parties or between either party and the employees or representatives of the other party.

2.3 **Taxes:** All fees due to Seller under this Contract are exclusive of any taxes legally imposed on the licensing, delivery or use of items purchased. All taxes including any sales, use or import taxes are the responsibility of and shall be paid by purchaser. Seller shall not include Federal taxes or State of Texas limited sales excise and use taxes in their invoices or vouchers and statements of cost. The County is exempt from payment of such taxes and an exemption certificate can be furnished to the Vendor if requested.

2.4 **Authorized Distributor:** Company hereby warrants that it is an authorized distributor and agrees that it has complete contractual responsibility and authority to sell the items being purchased.

2.5 **Delivery:**

- A. Delivery shall be made by a Company representative or common carrier and where indicated an installation call and inspection made by Company representative. Delivery shall be made on or before delivery date, as mutually agreed to by both parties subject to conditions beyond the Company's control.
- B. Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. destination, Lockhart, Texas, (inside delivery) departmental location specified. Title to the materials specified in the agreement passes to the county on the date of acceptance of the items by the county. Company agrees to be responsible for any loss or damages, or both, until materials have been delivered and accepted at destination.

- C. Loss or damage discovered at time of delivery of shipment to the County shall be noted on carrier's freight bill and Company promptly notified. Loss or damage discovered after delivery of shipment to the County shall be promptly reported to the carrier and the Company. In either case, items shall be held for inspection by the carrier and/or the Company. All claims for damages occurring in transit shall be filed by the Company. The County shall not be responsible for filing of any damage claim and no payment for items will be made by the County until received in acceptable condition. The Company agrees that any such loss or damage shall not release the Company from any obligation hereunder.

**2.6 Warranties:**

- A. The Company warrants and represents that the County shall acquire upon completion of payment good and clear title, free and clear of all liens, claims or encumbrances of any kind.
- B. The Company warrants materials supplied under this Contract conform to the specifications herein, to be free from defects in material and workmanship, and are fit for the purpose for which such materials are ordinarily employed. The County and Company agree that this Contract does not exclude or in any way limit other warranties provided for in this Contract by law.

**2.7 Notice and Assistance Regarding Patent and Copyright Infringement:** In the event of any claim or suit against the County on account of any alleged patent or copyright infringement arising out of the performance of this agreement or out of the use of any supplies furnished or work or services performed hereunder, the Company shall defend the County against any such suit or claim and hold the County harmless from any and all expenses, court costs and attorney's fees in connection with such claim or suit. The Company's contractual liability insurance shall cover the Company's and County's obligations under this paragraph.

**2.8 Funding Out Clause:** Any award pursuant to this proposal shall be contingent on sufficient funding and authority being made available in each fiscal period by the appropriate officials of the County. If sufficient funding or authority is not made available, the contract shall become null and void.

**2.9 Termination:**

- A. The County may, subject to the provisions below, by written notice of default to the Company, terminate the whole or any part of this contract in any one of the following circumstances:
- B. If the Seller fails to perform within the time specified herein or any extension thereof; or
- C. If the Company fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger the performance of this contract in accordance with its terms, and either of these two circumstances does cure such failure within a period of ten (10) days (or such longer period as the county may authorize in writing), after receipt of notice from the County specifying such failure; or
- D. Continuing non-performance of the Proposer in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for work, equipment or supplies which are unsatisfactory. Vendors will be given a reasonable

opportunity before termination to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance; or

Page 8

- E. In the event the County terminates this Contract in whole or in part, as above provided, the County may procure, upon such terms and in such manner as the County may deem appropriate, items purchased similar to those terminated, and the Company shall be liable for any excess costs for such similar items, provided that the Company shall continue the performance of this contract to the extent not terminated under the provisions of this paragraph; or
- F. The contract may be terminated by either party upon written thirty (30) days notice prior to cancellation.

2.10 **Payment:** Invoices should be sent directly to the Caldwell County Auditor, 110 S. Main Street, Lockhart, TX 78644. Payment will be processed after notification that receipt of merchandise and/or services have been made to the County's satisfaction. Installed, operable, acceptable, and invoiced item(s) and/or service(s) will be paid on a thirty (30) days term.

2.11 **Inspection:** Proposer shall make the necessary inspections to familiarize themselves with all existing conditions involving each County facility, which may effect the performance of this contract. Failure on the part of the Proposer to make an inspection and raise questions or clarification thereof, shall not be grounds for any adjustment to the contract price or the period of performance after award is made.

2.12 **Errors or Omissions:** Due care and diligence have been used in preparation of this RFP, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all the information presented herein, shall rest solely with the Proposer. Caldwell County and its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the Proposer to determine the full extent of the exposure.

2.13 **Proposal Bond:** The proposal shall be accompanied by a Surety Bond or Certified Check in the amount of five percent (5%) of the total proposal price. Proposal bonds will be returned after the award of the proposals. Upon the awarded Proposers submittal of a Performance Bond within ten (10) calendar days following the notice of award their Proposal Bond will be returned to them. In case of failure or refusal to do so within the time stated the bond submitted with the proposal will be forfeited as liquidated damages.

2.14 **Performance and Payment Bond:** Within ten (10) days after the date of award or issuance of a purchase order, the awarded Proposer shall furnish to Caldwell County a bond for performance and a bond for payment of materials and labor. The amount for each bond shall be for the full amount (100 percent) of the proposal. This shall apply for all proposals exceeding \$25,000.00. For proposals of less than \$25,000.00, Caldwell County shall make no payments until completion of the project and acceptance of the work. (References: Vernon's Texas Codes Annotated Local Government Code Section 262.023 and Vernon's Texas Civil Statutes Article 5160, Revised Statutes, (V.A.C.S. Art. 2368 a.1., Sec. 6 (d) (part.))

2.15 **Liquidated Damages:** Should the awarded Proposer fail to deliver the equipment within the specified delivery date, the sum of \$250.00 (two hundred fifty and no/100 dollars) per calendar day will be deducted from the monies due the awarded Proposer for purchase of the equipment. This sum shall not be considered a penalty, but rather as reasonable liquidated

damages, since it would be impracticable or extremely difficult to fix actual damages. An extension of time may be allowed for delays beyond the control of the awarded Proposer at the discretion of Caldwell County.

Page 9

2.16 In case of change of corporate structure or loss of identity by assimilation or merger with other companies, this agreement shall remain in effect and be binding on the successor company(ies).

### **ARTICLE III** **GENERAL PROVISIONS**

3.1 **Venue:** The obligations of the parties to this contract are performable in Caldwell County, Lockhart, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Caldwell County, Lockhart, Texas.

3.2 **Governing Law:** This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

3.3 **Legal Construction:** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

3.4 **Assignment:** This Contract cannot be assigned without the prior written consent of the other party.

3.5 **Counterparts:** This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

3.6 **Captions:** The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

3.7 **Successors and Assigns:** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and except as otherwise provided in this Contract, their assigns.

3.8 **Non-Discriminatory Policy:** Vendor agrees that as to all of its programs and activities conducted on the subject premises, it shall comply fully with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex or by reason of being handicapped.

3.9 **Compliance with Applicable Laws:** The Contract is subject to all legal requirements of Local, State, and Federal laws and Company agrees that it promptly will comply with all applicable laws, regulations, orders and rules of Local, State, Federal, and all other governmental agencies. Company agrees to obtain and bear the expense of any required permit or license.

3.10 **Entire Agreement:** This agreement including the conditions, specifications, required attachments and the proposal which embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this agreement.

3.11 **Force Majeure:** Neither the County nor the Company shall be required to perform any term, condition or covenant in this agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, civil riots, floods and any other cause not reasonably within the control of County or Company except as herein provided, and which by the exercise of due diligence County or Company is unable, wholly or in part, to prevent or overcome.

3.12 **Indemnity – Liability:** The Company agrees to protect, defend, indemnify and save the County, its officers and employees harmless from and against all claims, demands and causes of action of every kind and character, losses, costs, expenses, attorneys fees and damages of every kind and character, without limit and without regard to the cause of causes thereof, or the negligence of any party or parties, including the negligence of the County, its officers and employees, whether such negligence be sole, joint or concurrent, for injury to or death of any person or damage to any property, arising out of or in connection with the activities of the Company.

3.13 **Indemnity – Defense:** The Company shall also indemnify, protect and save the County, its officers and employees harmless against any and all cost or expense of whatever kind of nature, including costs of litigation, attorney fees and reasonable expenses in connection therewith whether or not such loss, injury, or damage shall be valid or groundless, and Company shall be bound and obligated to assume the defense thereof, including any settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgments, awards or expenses resulting from or arising out of such injuries, death or damages without reimbursement from the County. It is understood and agreed by the Company that in case the County, its officers, agents, and/or employees, are made defendant in any suit or action and the Company fails or neglects to assume the defense thereof, after having been notified so to do so by the County, that the County may compromise and settle or defend any such suit or action, the Company shall be bound and obligated to reimburse the County for the amount expended by it in settling and compromising any such claim, or in the amount expended by the County in paying any judgment rendered therein, together with all reasonable attorney's fees incurred by the County by reason of its defense or settlement of such claim.

3.14 **Indemnity – Sub-Contractors:** The Company agrees that it will indemnify and save the County harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, power, tools, and all supplies including commissions, incurred in the furtherance of this agreement by the Company. When so desired by the County, the Company shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Company fails to do so, then the County may at the option of the Company either pay unpaid bills, of which the County has written notice, direct or withhold from the Company's unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, and whereupon payments to the Company shall be resumed in full, in accordance with the terms of this agreement, but in no event shall the provisions of this sentence be construed to impose any obligations upon the County, by either

the Company or its surety.

Page 11

3.15 **Indemnity – Workers Compensation:** The Company agrees to be responsible for the Workers' Compensation insurance on its employees. If any direct claim for Workers' Compensation benefits is asserted against the County by any of said employees or, in the event of death, by their personal representative(s) then upon written notice from the County, the Company shall undertake to defend the County against such claim(s) and shall indemnify and hold the County harmless from and against any such claim(s) to the extent of all benefits, cost of litigation, disbursements and attorneys' fees incurred in connection therewith.

3.16 **Indemnity – Government Regulation:** In its performance of this Agreement, Company shall comply with all applicable Local, State and Federal laws including, but not limited to, the provisions of the Equal Employment Opportunity Act, American Disabilities Act and the Fair Labor Standards Act, and will indemnify and hold the County harmless from and against any claim, demands, suits, losses, damages, costs and expenses arising out of any non-compliance violation by the Company of any such laws.

3.17 **Remedies:** The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract including the right to specific performance and offset.

3.18 **Disputes:** Except as otherwise provided in this contract, during the period of performance of the contract, any dispute between the parties arising out of the performance of this contract which is not disposed of by agreement shall be decided by the County, who shall reduce its decision to writing and mail or otherwise furnish a copy thereof to the Company. The decision of the County shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Company mails or otherwise furnishes to the County a written appeal. The decision of the County, or its duly authorized representative for the determination of such appeals, shall be final and conclusive. Such appeals shall be final and conclusive subject to any legal remedy that may be available under the laws of the State of Texas to the aggrieved party to further review such decision. In connection with any appeal of the County's decision under the paragraph, the Company shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of dispute hereunder, the Company shall proceed diligently with the performance of the agreement and in accordance with the County's decision.

3.19 **Non-Waiver:** Approval of the County shall not constitute nor be deemed a release of the responsibility and liability of the Company, its employees, agents or associates under the agreement nor shall approval be deemed to be the assumption of such responsibility by the County.

3.20 **Permits and Licenses:** The Company will maintain in effect during the term of this Agreement any and all Federal, State and/or local licenses and permits which may be required of the vendor.

3.21 **Insurance:** All Proposers must complete the Insurance and adhere to the insurance requirements for this project. A copy of, an approved, Insurance form must be provided, and/or be on file with the Caldwell County Purchasing Department, prior to the vendor starting working on this contract. All Insurance policies are to be kept current during the time frame of this contract.

Page 12

**ARTICLE IV**

**SPECIFICATIONS – Scope of Work**

- 4.1 The proposal will be for the replacement of the present **Professional Security door/hardware Services** at the Caldwell County Sheriff's Office Jail at 1204 Reed Dr. Lockhart, TX 78644.
- 4.2 Any references to brand or model number and other information supplied herein are supplied to establish a minimum standard of performance, function and quality for the system. The County reserves the right to determine recognized and accepted equal substitutions.
- 4.3 The **scope of work** is to conduct a conversion and apply modifications to the existing six detention slider line location, which will be need to be replace, modified, and converted to proposers suggested recommended devices. The jail cell doors will need to bear hinged panels for a total of sixty devices. There will need to be six (6) new control panels installed at the head end of each cell line. Each panel will need to be labeled per door per cell line with open, stop, and close functions. Any and all electronic controls, that relay power for each door, after installation, will need to be tested for proper operation.

**4.4 Operator Training.**

- A. A minimum of four (4) hours, on-site, by a certified operator. Training manuals must also be submitted at the time of training a minimum of four (4) copies.

**4.5 Maintenance Training.**

- A. A minimum of four (4) hours, on-site, by a certified maintenance technician.
- B. Maintenance manuals must also be submitted at the time of training a minimum of four (4) copies.

**4.6 Electrical:**

- A. Any additional electrical requirements must be provided, purchased and installed by the vendor.
- B. The cost of these requirements must be included in the vendor's proposal.
- C. Vendor must obtain the County's written permission for any additional electrical Requirements prior to any work to be performed.

**4.7 Millwork:**

- A. Any additional Millwork requirements must be provided in the vendor's proposal.
- B. The County will review and negotiate with the Vendor on the requirements.
- C. Expected Millwork would be the Counter tops and Wiring chases.

**4.8 Storage:**

- A. Caldwell County will provide space necessary to store required equipment and supplies.
- B. Caldwell County will provide storage space for all equipment, wiring and materials removed by the vendor. Caldwell County will retain ownership of all removed items.

**4.9 Warranty:**

- A. All Parts and Labor to all repairs, equipment, and materials shall be warranted for a minimum of two (2) years, with 24/7/365 coverages. Warranty period shall begin from the date of the County's acceptance.
  - 1. All hardware matters will be conducted by the vendor on-site, within twelve (12) hours response time from being contacted by the County.
  - 2. All technical support matters can be conducted with the vendor by phone, modem/internet, e-mail and/or on-site, within eight (8) hours response time from being contacted by the County.
- B. All associated costs; which may include but not limited too, parts, labor, travel, hotel, maintenance inspections, phone, equipment, materials, etc., must be included in the total warranty cost.
- C. Proposer must also provide an Optional five (5) year warranty, with the same requirements as listed in item A. and B. above. Warranty costs are to be paid on a yearly basis.
- D. Proposer must submit all warranty and technical support information with their proposal.**

**4.10 Maintenance Inspections:**

- A. Inspections must be made by Vendor every six (6) months from the completion of the project through-out the warranty periods.
- B. Inspections must be performed by a representative of the vendor and who is certified to perform any and all such inspections.
- C. Inspections are to be conducted during normal working hours 8:00 AM to 5:00 PM (CST).
- D. Vendor is to call the Captain James Short at 512-398-4505 to set up an appointment.
- E. After completion of the inspections the inspector must provide a verbal response to the County showing all the tests that were conducted to prove the complete operational and functionality of all aspects of the Systems. A copy of this information must also be provided in writing to the County.
- F. The cost for this service and all associated cost; which may include but not limited too travel, hotel, phone, equipment, materials, etc., must be included in the total warranty cost.

4.11 All systems will be tested, certified to the satisfaction of Caldwell County for their approval and acceptance.

4.12 All cabling to be in conduit and/or panduit in the ceilings or on the finished wall structure.

4.13 All Brochures on the specifications of the proposed equipment must be submitted with the proposal.

4.14 All work and installations required on the System must be preformed by duly authorized factory representatives and according to the manufacturer's specifications, the National Electrical Code (latest edition), Occupational Safety and Health Act (OSHA), American Disabilities Act (ADA), Factory Mutual System (FM) requirements, Electronics Institute of America (EIA), Underwriters Laboratories (UL), and all National, State, and local codes, regulations, and ordinances.

- 4.15 All workmanship must be skilled craftsmen who have been especially trained in their crafts.
- 4.16 Any work rejected by the County must be removed and replaced by the Contractor at their expense.
- 4.17 All materials shall be new and of quality grade standard manufacture and first class in every respect. All work shall be performed by competent installers, skilled in their trade and shall be executed in a thorough, substantial and workmanlike manner. An experienced, fully qualified foreman must be present at all times to direct the work and to assume a first rate job.
- 4.18 All Contractors and Sub-contractors employed upon the work shall be and are hereby required to conform to all Local, State of Texas, and Federal Labor Laws. The awarded vendor's Contractors and Subcontractors must comply with the current prevailing Wage Rate. The vendor shall keep, or cause to be kept, an accurate record showing the names and occupations of all laborers, workmen and mechanics employed by the vendor in connection with this project, and showing also the actual per diem wages paid to each of such workers, which record shall be open to all reasonable hours to the inspection of the County. The vendor shall pay not less than the current wage rate for each craft or type of labor, workman or mechanic employed in this project.
- 4.19 Any and all permits and licenses required for this project must be obtained by the Proposer and must be included in the proposal price.
- 4.20 All work and housekeeping shall be guaranteed to the satisfaction of the Sheriff's Office and Building Maintenance Director.
- 4.21 The total proposal price must be for a turn key job. Which includes, but is not limited to, all materials, supplies, labor, machinery, equipment, tools, superintendence and coordination with work of all other trades, freight & delivery (fob. Lockhart, Tx.), removal, installation, inspections, training and instruction, insurance, warranty, utilization and combination of existing equipment, and any other accessories and services necessary to complete the project.

**4.22 Guarantees:**

- A. All work shall be guaranteed to the satisfaction of the Building Maintenance Director.
- B. The Company is fully obligated to the County for the validity and performance of each guarantee and each warranty required by these specifications.
- C. Whenever, within the guarantee period, the Company is notified by the County that any item of equipment, material and/or workmanship has proved defective or is not meeting the specification requirements, the Company shall immediately replace, repair, or otherwise correct the defect or defects without cost to the County and the guarantee shall be extended another year from the date the repairs or replacements are completed for the defective item or items.

**4.23 Site Work:**

- A. Protection of County's property and equipment.
  - 1. Company provide barriers as necessary or as directed by the County
  - 2. Minimum obstruction to traffic.
  - 3. Company will be responsible for any damages to County property and/or personnel due to Company's negligence.
  - 4. Vendor will be responsible for the removal and disposal of the all the old equipment, supplies and/or materials daily.
  - 5. Vendor will be responsible for the removal and disposal of the all the supplies, materials and all packaging daily.

- B. Safety: Insure the County's personnel and public's safety.

4.24 All repairs, equipment, and materials shall be warranted for one (1) year.

- A. Vendor must submit warranty and support

4.25 The Company is responsible for the allocation of materials, personnel, suppliers, etc.

4.26 All wiring shall be neatly bundled.

4.27 All electrical power to the electronic security systems shall be connected to the standby power source. All power to electronic control systems processors shall be connected to an uninterruptible power supply and transient surge protected.

4.28 Perform all cutting, fitting, repairing, patching, replacing, and finishing of work where it is necessary to permit installation. Obtain Owner's approval before cutting. Repair or replace fireproofing removed or damaged.

4.29 Provide all necessary anchoring devices and supports.

4.30 Provide training of operations and maintenance staff.

4.31 Provide Operations and Maintenance manuals.

4.32 Provide hardware and technical support over the phone or internet access 24/7/365

4.33 Proposer is required to take their own measurements and provide their own scaled drawings, specifications and schematics.

**4.34 A Pre-Proposal meeting will be held at 07:00 to 09:00 A.M. (CST) on, Tuesday, March 19<sup>th</sup>, 2019, at the Caldwell County Sheriff's Office Law Enforcement Center at 1204 Reed Drive, Lockhart, Texas 78644. Proposers will be allowed to tour the facility and ask any questions on this date.**

**4.35 Submittals:**

- A. Data Specification Sheets: Technical data and specification sheets for each piece of equipment.
- B. A written technical overview of the entire system and description of each operational function.
- C. Submittals must be submitted by the awarded vendor. Drawings shall include but not limited to the following; Interconnections; Installation; Wiring and Connections; System Diagrams; Floor Plans and Wall elevations indicating equipment, field devices, junction box locations; and any required Millwork.

4.36 Pursuant to the Notice to Proposers, and accordance with the Conditions and Specifications, the Company offers to furnish and deliver to Caldwell County, Professional Security door/hardware Services, for the total net sum of:

\$ \_\_\_\_\_

Warranty, additional 3 yrs for a total of 5yrs \$ \_\_\_\_\_

Approximate Start Date \_\_\_\_\_

Approximate Completion Date \_\_\_\_\_

(Rest of page left intentionally blank)

**SIGNATURE PAGE**

I hereby certify and that the items offered meets all of the requirements of the proposal conditions and specifications and I hereby accept the provisions of the terms and conditions included in the proposal specifications. I hereby certify the attached Proposer Affidavit, and Proposer Residency Certification.

Respectfully submitted:

### Company

**Authorized Signature**

**Print or Type Signer's Name and Title**

### Address

---

**Telephone Number**

---

**Fax Number**

---

e-mail address

The County of Caldwell does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

Page 17

STATE OF TEXAS (   
 COUNTY OF CALDWELL (

AFFIDAVIT

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the following, who upon oath, says:

I am the Manager, Secretary or other agent or officer or the principal of the Proposer in the matter of the proposals to which this affidavit is attached, and I have full knowledge of the relations of the Proposer with the other firms in this same line of business, and the Proposer is not a member of any trust, pool or combination to control the price of supplies proposal on, or to influence any person to proposal or not to proposal thereon.

I further affirm that the Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.

\_\_\_\_\_  
Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath states that the facts contained in the above are true and correct, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County,  
Texas

Name of Proposer \_\_\_\_\_

Signed by \_\_\_\_\_

(Sign Name in Writing)

(Title)

Address: \_\_\_\_\_

(Zip Code)

Telephone Number \_\_\_\_\_

Date \_\_\_\_\_

**NOTE: PROPOSALS NOT ACCOMPANIED BY THIS AFFIDAVIT WILL NOT BE CONSIDERED.**

The County of Caldwell does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

Page 18

**PROPOSER RESIDENCY CERTIFICATION**

I hereby certify the following information to be true and correct:

In accordance with paragraph 11, of the Standard Terms and Conditions of the proposal I certify the following: (Check applicable statement(s))

- Proposal is from a State of Texas resident proposer.
- Proposal is from a non-resident proposer.

The following is further certified by non-resident proposer.

- A copy of the non-resident current state statute is attached, with the proposal, which specifies the amount that a Texas resident proposer would be required to under proposal a non-resident proposer to obtain a comparable proposal in the non-resident state in which the principal place of business is located.
- No such statute exists in non-resident state.

---

Signature

---

Name & Title

---

Company

Page 19

## **SERVICE AGREEMENT**

This Agreement entered into as of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
CALTWELL COUNTY and \_\_\_\_\_  
("Independent Contractor").

In consideration for the mutual promises contained herein, and other good and valuable  
consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

### **I. PERFORMANCE OF WORK**

This Agreement shall apply to all services and goods provided by Independent Contractor to  
CALTWELL COUNTY whether presently in progress or furnished from time to time in the future.  
Independent Contractor shall diligently perform all work in a skillful and workmanlike manner.

### **II. COMPENSATION**

Independent Contractor shall be entitled to such compensation as specifically authorized by  
CALTWELL COUNTY in writing, which may be in the form of a contract, purchase order, work  
authorization or other written document. There shall be no increase in the compensation unless  
authorized by CALTWELL COUNTY in writing.

### **III. WARRANTIES**

Independent Contractor shall perform all work with due diligence, in a good and workmanlike  
manner and in accordance with specifications provided by CALTWELL COUNTY or in the  
absence of such specifications, generally accepted professional standards, and, where applicable,  
standards imposed by law for comparable or similar services. Independent Contractor warrants that  
the goods delivered under this Agreement will conform to the specifications provided by  
CALTWELL COUNTY, if any, and that the goods will be merchantable, of good workmanship  
and material, free from defect and fit for their intended purpose. Except as otherwise specifically  
agreed, Independent Contractor shall provide all labor and skills, and all equipment, machinery,  
materials, and supplies necessary for the performance of such work.

### **IV. INDEPENDENT CONTRACTOR**

In performing services or furnishing goods under this Agreement, Independent Contractor shall  
act at all times as an Independent Contractor. Independent Contractor shall not make any  
commitment or incur any charge or expense in the name of CALTWELL COUNTY. Independent  
Contractor expressly agrees, acknowledges and stipulates that neither this Agreement nor the  
performance of its obligations or duties hereunder shall ever result in Independent Contractor, or  
anyone employed by Independent Contractor, being:

- 1) an employee, agent or representative of CALTWELL COUNTY; or

2) entitled to any benefits from CALDWELL COUNTY, including, without limitation, pension, profit sharing or accident insurance or health, medical, life or disability insurance benefits or coverage, to which employees of CALDWELL COUNTY may be entitled. CALDWELL COUNTY shall have no direction or control of Independent Contractor or its employees and agents except in the results to be obtained. The actual performance and superintendence of all work shall be by Independent Contractor, but such work shall meet the approval of CALDWELL COUNTY.

**V. INSURANCE**

Independent Contractor shall at all times during the term of this Agreement at Independent Contractor's sole expense carry such insurance as may be reasonably requested by CALDWELL COUNTY, including, but without limitation, the following types and limits:

**Automobile**

\$1,000,000.00 each accident Combined Single Liability

\$1,000,000.00 each accident Uninsured/Underinsured Motorists Combined Single Liability

All owned, non-owned, hired and all vehicles used by Independent Contractor with a combined single limit of \$1,000,000.00, covering personal injury (including bodily injury and property damage.)

**Commercial and Comprehensive Liability**

\$1,000,000.00 CSL BI & PD per Occurrence

\$2,000,000.00 General Aggregate

\$2,000,000.00 Products/Completed Operations Aggregate

\$1,000,000.00 Personal/Advertising Injury

\$ 300,000.00 Fire Damage

**Worker's Compensation Insurance**

Part A Texas Statutory Medical, Indemnity, AD & D

Part B Employers Liability

\$500,000.00 Per Person Per Accident

\$500,000.00 Per Person Per Disease

\$500,000.00 Policy Aggregate

Any subcontractors of the undersigned Independent Contractor shall be required to maintain similar type insurance with similar type limits. CALDWELL COUNTY shall be named as an additional insured on all policies where available and Certificates of such insurance shall be furnished by Independent Contractor and any subcontractors where applicable to CALDWELL COUNTY. The types of coverage or limits may be modified only by written agreement between CALDWELL COUNTY and Independent Contractor.

**VI. INDEMNITY**

INDEPENDENT CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS CALDWELL COUNTY AND ITS REPRESENTATIVES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, COUNTY COMMISSIONERS, AND COUNTY JUDGES, ETC., FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS AND CAUSES OF ACTION ASSERTED BY ANY PARTY (INCLUDING, BUT NOT LIMITED TO, EMPLOYEES OF INDEPENDENT CONTRACTOR) THAT ARISE OUT OF OR ARE RELATED TO WORK AND ARE CAUSED BY OR ARISE OUT OF INDEPENDENT CONTRACTOR'S NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT AND RESULT IN PERSONAL INJURY (INCLUDING BODILY INJURY), ILLNESS, DEATH OR PROPERTY LOSS OR DAMAGE, OR ANY CIVIL FINES OR PENALTIES IMPOSED BY ANY GOVERNMENTAL AGENCY, OFFICER, OR COURT OF LAW.

**VII. WAIVER OF SUBROGATION**

Independent Contractor hereby waives any and all rights to recover against CALDWELL COUNTY (including CALDWELL COUNTY'S representatives, County Commissioners, officers, partners, employees, agents, customers, and invitees) for any loss or damage arising from any cause covered by any insurance required to be carried by Independent Contractor pursuant to this Agreement or any other insurance actually carried by Independent Contractor. Independent Contractor shall cause its insurer to issue appropriate waiver of Subrogation endorsements to all policies of insurance carried in connection with this Agreement.

**VIII. VENUE**

This Agreement is be construed under the laws of the State of Texas and all obligations of the parties created by this Agreement are performable in CALDWELL COUNTY, Texas.

**IX. PRIOR AGREEMENTS SUPERCEDED**

This Agreement constitutes the parties sole agreement and supercedes any prior understandings or written or oral agreements between the parties with respect to insurance or indemnification. This Agreement does not waive any terms or conditions with respect to prior contracts, proposals, purchase orders, requests for proposals (RFP), except with regard to the insurance requirements and indemnification.

**X. AMENDMENT**

No amendment, modification or alteration of this Agreement is binding unless in writing dated subsequent to the date of this Agreement and duly executed by all parties hereto.

**XI. TERMS**

Either party may cancel this agreement by providing written notice to the other party thirty (30) days prior to cancellation.

**XII. CONFIDENTIALITY**

Independent Contractor shall treat as confidential and shall not, without CALDWELL COUNTY'S prior written consent, divulge to any third-party or, except to the extent necessary for performance hereunder, make any use of any of CALDWELL COUNTY'S proprietary technical information which is disclosed or made available to Independent Contractor by or on behalf of CALDWELL COUNTY.

**XIII. GENERAL PROVISIONS**

No waiver by either party of any one or more defaults by the other party in the performance of this Agreement or any contract hereunder shall operate or be construed as a waiver of any future default or defaults by the same party, whether of a like or different character.

It is intended that if any provision of this Agreement is unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties. In any event, all other provisions of this Agreement shall be deemed valid, binding and still enforceable.

In the event that either party commits any material breach of this Agreement including, without limitation, any breach of any indemnification obligation, in addition to any other remedy that the aggrieved party may have, at law or in equity, it shall be entitled to recover all costs, including court cost and attorney's fees, incurred in any proceeding wherein the agreed party seeks redress for such breach.

This Agreement and any contract hereunder shall not be considered exclusive contracts. CALDWELL COUNTY shall have the right to hire others to perform the same or similar work.

Page 23

(H)

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first above written:

**COUNTY OF CALDWELL**

BY \_\_\_\_\_

HONORABLE JUDGE HOPPY HADEN

STATE OF TEXAS \*

\*

COUNTY OF CALDWELL \*

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, Caldwell County Judge, on behalf of Caldwell County, Texas.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**COMPANY**

BY \_\_\_\_\_

COMPANY REPRESENTATIVE

STATE OF \_\_\_\_\_ \*

\*

COUNTY OF \_\_\_\_\_ \*

This instrument was acknowledged before me on the \_\_\_\_\_ day of

20\_\_\_\_, by \_\_\_\_\_,

on behalf of \_\_\_\_\_.

Notary Public in and for the State of \_\_\_\_\_

Page 24  
**NOTICE TO ALL PROPOSERS**

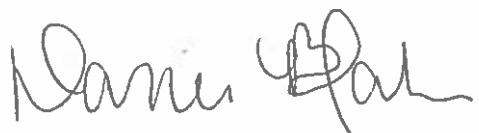
The Texas Workers' Compensation Commission has adopted Rule 110.110 effective with all proposals after September 1, 1994 and this does affect your proposal on this project.

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

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

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

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



Danielle Blake  
Caldwell County Purchasing Agent

Additional questions may be addressed to the Texas Workers Compensation Commission, Southfield Building, 1000 S. IH-35, Austin, Texas 78704, 512/450-3618.

Page 25  
TWCC RULE 110.110 Worker's Compensation Insurance Coverage

**A. Definitions:**

1. **Certificate of coverage ("Certificate")** - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement. TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
2. **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.
3. **Persons providing services on the project ("subcontractor" in Article 406.096)** - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

**C.** The Contractor must provide a certificate of coverage to the governmental entity prior to being award 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 need of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

Page 26  
TWCC RULE 110.110 Worker's Compensation Insurance Coverage

- 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 (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate 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 (1) year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
  - 1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filling of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  - 2. Provide to the Contractor, prior to that person beginning work on the project a certificate 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 ends during the duration of the project;

Page 27  
TWCC RULE 110.110 Worker's Compensation Insurance Coverage

4. Obtain from each other person with whom it contracts, and to provide to the Contractor;
  - a. A certificate of coverage, prior to the other person beginning work on the project; and
  - b. the coverage period, if the coverage period shown on the current certificate of A new certificate of coverage showing extension of coverage, prior to the end 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 (1) year thereafter;
6. Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
7. Contractually require each person with whom it contracts, to perform as required by paragraphs I.1.- I.7., with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the 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 which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach with ten (10) days after receipt of notice of breach from the governmental entity.