

SUBMIT BID TO:

RANDY SAMS OUTREACH SHELTER
ATTN: JENNIFER LACEFIELD

MAIL ADDRESS:

803 SPRUCE STREET
TEXARKANA, TEXAS 75501

CONTACT PERSON:

Jennifer Lacefield

TEL: 903-216-0650 cell

jennifer.lacefield@randysams.org

INVITATION FOR BID

TITLE:

Executive Director

IFB NUMBER:

07032024

SUBMITTAL DEADLINE:

July 3

@ 4:00 PM

PRE-BID DATE, TIME, AND LOCATION:

**Pre-bid date/time/location: 6/19/24 12:00 p.m.
402 Oak St., Texarkana, TX 75501**

**BID F.O.B. DESTINATION:
402 Oak St., Texarkana, TX
75501**

Enter Business Name:

Enter Respondent Name:

Enter Mailing Address:

Enter the following information:

Telephone Number: () _____ - _____

Fax Number: () _____ - _____

Email Address: _____

PART I

BID FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

SCOPE:

Please note as you complete this section that the scope provided by the bidder must meet the following summary of work: To furnish the electrical and plumbing labor and materials for replacing the lift station at the 402 Oak St. Randy Sams Outreach Shelter in order to effectively handle and dispose of improper items that are flushed into the plumbing system at the shelter. - RSOS

PART II

GENERAL CONDITIONS

**** PLEASE READ CAREFULLY ****

THESE GENERAL CONDITIONS APPLY TO ALL BIDS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY BID SUBMITTED AND SUBSEQUENT PURCHASE ORDER OR CONTRACT. THE SHELTER SHALL MEAN THE RANDY SAMS' OUTREACH SHELTER.

1. **REQUIRED INFORMATION:** The bid form section of the bid packet must be completed prior to the date and time set for the bid opening and included with the bid packet or the vendor will be found non-responsive.
2. **INSTRUCTIONS:** These instructions apply to all quotations and become a part of terms and conditions of any bid packet submitted and subsequent purchase order or contract.
3. **ERROR-QUANTITY:** Bid price must be submitted on units of quantity specified, extent, and total shown. In the event of discrepancies in extensions, the unit price shall govern.
4. **AWARD:** The Randy Sams Outreach Shelter reserves the right to accept or reject any and all bids in whole or in part and waive any minor technicality and enter into a contract deemed to provide the **best value** to the Shelter. The Randy Sams Outreach Shelter reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

4.1 The contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Randy Sams Outreach Shelter. In determining the best value for the Randy Sams Outreach Shelter, the Shelter may consider:

- (a) The purchase price;
- (b) The reputation of the bidder and of the bidder's goods or services;
- (c) The quality of the bidder's goods or services;
- (d) The extent to which the goods or services meet the Shelter's needs;
- (e) The bidder's past relationship with the Shelter;
- (f) The impact on the ability of the Shelter to comply with laws and rules relating to contracting with Historically Underutilized Businesses and non-profit organizations employing persons with disabilities;
- (g) The total long-term cost to the Shelter to acquire goods or services; and
- (h) Any relevant criteria specifically listed in the Invitation to Bid.

4.2 All bids are evaluated for compliance with specifications before the bid price is considered. Failure to comply with the listed General Conditions may result in disqualification of bid.

4.3 In case of tie bids, preference will be given to local bidders.

4.4 Any contract made, or purchase order issued, as a result of this Invitation to Bid, shall be entered into in the State of Texas and under the laws of the State of Texas. In connection with the performance of work, the Bidder agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, and Local laws, regulations, and executive orders to the extent that the same may be applicable.

4.5 **Responsible Bidder Criteria:** The Shelter shall consider only responsible Bidders. Responsible Bidders are those that have, in the sole judgment of the Shelter, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the contract. The Shelter may also consider references and financial stability in determining a responsible Bidder.

5. **PRICE CHANGES.** If during the life of the contract, the successful Bidder's net prices to other customers for services provided hereunder are reduced below the contracted price, it is understood and agreed that the benefits of price reduction shall be extended to the Randy Sam' Outreach Shelter.
6. **CONTRACT.** This bid, when properly accepted by the Randy Sams Outreach Shelter, shall become a contract equally binding between the successful Bidder and the Randy Sams Outreach Shelter. No different or additional terms will become a part of this contract with the exception of Change Orders, unless otherwise agreed to between the parties in a written document signed by both parties.
7. **INVOICES:** Invoices shall be submitted by the successful Bidder to the Randy Sams Outreach Shelter, 803 Spruce Street, Texarkana, Texas 75501.
8. **PAYMENT TERMS:** Net 30 days.
9. **TAXES:** The Randy Sams Outreach Shelter is exempt from Federal Manufacturer's excise and state sales tax. Tax must not be included in bid. Tax exemption certificates will be executed by the Shelter and furnished upon request.
10. **DELIVERY PROMISE:** Bids must show the number of calendar days required to place the materials in the possession of the Shelter. Do not quote shipping dates. All delivery and freight charges are to be included in the bid price.
11. **FUNDING:** The Randy Sams Outreach Shelter is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis; accordingly, the Shelter reserves the right to terminate, without liability to the Shelter, any contract for which funding is not available.
12. **ASSIGNMENT:** The successful Bidder shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the .
13. **SUBCONTRACTING.** The awarded Bidder shall not subcontract without the written approval of the Shelter. It is expressly understood and shall be agreed by both the Shelter and Bidder that the Shelter is contracting with the successful Bidder as an independent contractor. No part of this contract shall be subcontracted out without proper notification and written consent from the Randy Sams Outreach Shelter.
14. **LATE BIDS:** Bid packets received after submission deadline shall be returned unopened and will be considered void and unacceptable. The Randy Sams Outreach Shelter is not responsible for the lateness of mail carrier, weather conditions, etc.
15. **ALTERING BIDS:** Bid prices cannot be altered or amended after submission deadline. Any interlineation alteration or erasure made before opening time must be initialed by the signer of the bid, guaranteeing such information/factors.
16. **WITHDRAWAL OF BIDS:** A bid price may not be withdrawn or canceled by the Bidder for a period of ninety (90) days following the date designated for the receipt of bids without written approval of Director, and Bidder so agrees upon submittal of bid.
17. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Randy Sams Outreach Shelter.
18. **EXCEPTIONS/SUBSTITUTIONS.** Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the specifications of the invitation. The Randy Sams Outreach Shelter reserves the right to accept, any and all, or none of the exception(s)/substitution(s) deemed to be in the best interest of the Shelter.

19. **COMPLIANCE.** Any bid must comply with all federal, state, Shelter and local laws concerning types of products specified.
20. **DESIGN, STRENGTH, AND QUALITY.** The design, strength, and quality of materials must conform to the highest standards of manufacturing practice.
21. **ADDENDA:** Any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the Randy Sams Outreach Shelter. Addenda will be sent to all who are known to have received a copy of this bid packet. If the addenda contain changes to the "specification" or "bid form", Bidders shall acknowledge receipt of all addenda, or they will be declared non-responsive.
22. **Bidder shall release, defend, indemnify and hold harmless the Shelter** and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom contractor is legally responsible (hereinafter "claims"). Bidder is expressly required to defend Shelter against all such claims.

In its sole discretion, Shelter shall have the right to select or to approve defense counsel to be retained by Bidder in fulfilling its obligation hereunder to defend and indemnify Shelter, unless such right is expressly waived by Shelter in writing. Shelter reserves the right to provide a portion or its own entire defense; however, Shelter is under no obligation to do so. Any such action by Shelter is not to be construed as a waiver of Bidder's obligation to defend Shelter or as a waiver of Bidder's obligation to indemnify Shelter pursuant to this contract. Bidder shall retain Shelter approved defense counsel within seven (7) business days of Shelter's written notice that Shelter is invoking its right to indemnification under this contract. If Bidder fails to retain counsel within such period, Shelter shall have the right to retain defense council on its own behalf, and Bidder shall be liable for all costs incurred by Shelter.
23. **TERMINATION:** The Randy Sams Outreach Shelter reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the Shelter in the event of breach or default of this contract. The Shelter reserves the right to terminate the contract immediately in the event the successful Bidder fails to 1) meet delivery schedules or 2) otherwise perform in accordance with these specifications or 3) the Shelter may terminate this contract for any reason with 30 days written notice.
24. **VENUE:** This agreement will be governed and constructed according to the laws of the State of Texas. This agreement is performable in Bowie County, Texas.
25. **NO PROHIBITED INTEREST:** Bidder acknowledges and represents that they are aware of the laws, Shelter charter, and Shelter code of conduct regarding conflicts of interest. The Shelter charter states that "no officer or employee of the Shelter shall have a financial interest, direct or indirect, in any contract with the Shelter, nor shall be financially interested, directly or indirectly, in the sale to the Shelter of any land, or rights or interest in any land, materials, supplies or service".
26. **PREPARATION COST:** The Shelter will not be liable for any costs associated with the preparation, transmittal, or presentation of any proposals or materials submitted in response to any bid, quotation, or proposal.
27. **MINOR DEFECT:** The Shelter reserves the right to waive any minor defect, irregularity, or informality in any bid. The Shelter may also reject any or all bids without cause prior to award.
28. **BID OPENINGS:** All bids submitted will be read at the Shelter's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the Shelter accepts such bid as responsive. The Shelter will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Randy

Sams Outreach Shelter Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The Shelter will notify the successful Bidder upon award of the Contract and, according to state law; all bids received will be available for inspection at that time.

29. **FORCE MAJEURE:** Neither party shall be held responsible for losses or damages hereunder or for any failure or delay in performing an obligation under this Agreement if the fulfillment of any terms of provisions of the contract is delayed or prevented beyond its reasonable control by strike, walkouts, acts of God, or public enemy, fire, flood, riots war, terrorist act, epidemic, pandemic, quarantine, governmental acts or omissions, or changes in laws or regulations.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

30. **PRICE:** The price or prices for the work shall include full compensation for all taxes, permits, etc. that the Bidder is or may be required to pay.
31. **CONFLICT OF INTEREST:** The Bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the Randy Sams Outreach Shelter.

By signing and executing this bid, the Bidder certifies and represents to the Shelter the Bidder has not offered, conferred, or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this bid.

32. **PERMITS:** Successful Bidder is responsible for obtaining any and all Shelter permits when job requires.

33. **CONFLICT OF INTEREST DISCLOSURE:** Disclosure requirements of potential conflicts of interest involving counties, cities, and other local government entities must be filed after January 1, 2006. The disclosures must be filed by vendors or potential vendors to local government entities. The new requirements are set forth in a new Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

A "local government entity" includes counties, municipalities, school districts, and other political subdivisions of the state or any entity to which a member is appointed by a county commissioner's court or the mayor or governing body of a municipality. A "local government officer" means a member of the governing body of a local government entity and the person designated as the chief executive officer of the local government entity.

Companies and individuals who contract, or seek to contract, with the Randy Sams Outreach Shelter and its agents (including employees involved in the business with the entity) must file with the Shelter at 803 Spruce Street, Texarkana, Texas 75501, a Conflict-of-Interest Questionnaire that describes, among other things, affiliations or business relationships with Randy Sams Outreach Shelter officers, or certain family members or other businesses of the Randy Sams Outreach Shelter officer, and certain employees or other contractors of the Randy Sams Outreach Shelter with which such persons do business.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict-of-Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/conflict_forms.htm.

34. **Disclosing "Interested Parties" to a Contract, HB1295:** A governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this

section and rules adopted under this section submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

“controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10%; (2) membership on a board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of business entity that has four or fewer officers or service as one of the four officers most highly compensated by a business entity that has more than four officers.

“Interested party” means a person who has a controlling interest in the business entity with whom a governmental entity or state agency contracts or who actively participated in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes:

- (1) A list of each interested party for the contract of which the contracting business entity is aware; and
- (2) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

A copy of this form can be found on the Texas Ethics Commission website with instructions. <https://www.ethics.state.tx.us/tec/1295-info.htm>

35. **BOND.** The following bond shall be required: 3 percent of the total cost of the job.

36. The Choctaw Nation Historic Preservation Department requests to be included as a consulting party. Also, the following inadvertent discovery clause will be written into the contract for this project:

“In the advent that ground-disturbing work uncovers significant archaeological materials, such as stone arrowheads, ceramics, or early building foundations, or if work uncovers human burials or human remains, ground disturbing activities will immediately be stopped within a 300 foot radius and the materials protected. The State Historic Preservation Officer and the Choctaw Nation of Oklahoma Historic Preservation Department will be contacted as soon as possible, and given an opportunity to provide input before construction resumes.

If any archaeological or cultural materials are discovered during the project undertaking, neither the construction team or the HUD applicant will disclose this information to the general public or the media in any manner. Discoveries of archaeological material will be kept private and confidential.”

Randy Sams Outreach Shelter

Chapter 2270 Prohibition on Contracts with Companies Boycotting Israel

House Bill 89, adopted by the 85th Legislature, created §2270.001, Texas Government Code, Section Subtitle F, Title 10, requires a company entering to a contract with a governmental entity or state agency to verify that the company: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (Effective September 1, 2017)

I, the undersigned agent for the company named below, certify that the Company does not boycott Israel and will not boycott Israel during the term of the contract.

COMPANY NAME: _____

Signature of Company Official: _____

Date Signed: _____

Printed name of company official signing above: _____

PART III
INSTRUCTIONS TO BIDDERS

RANDY SAMS OUTREACH SHELTER APPRECIATES YOUR TIME AND EFFORT IN PREPARING YOUR BID. ALL BIDDERS SHOULD FAMILIARIZE THEMSELVES WITH THE FOLLOWING INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS, AND ATTACHED SPECIFICATIONS.

I. INSTRUCTIONS TO BIDDERS

1 BID DELIVERY, TIME & DATE

- 1.1 Randy Sams Outreach Shelter is seeking written and sealed competitive bids to replace our plumbing system with a more competent lift station to effectively manage and dispose of various types of improper waste that gets flushed through our shelter plumbing per the attached specifications. Sealed bids will be received no later than **4:00 p.m. CST on 7/3/24**. Any bid received after the date and hour specified will be rejected and returned unopened to the Bidder. Each bid and supporting documentation must be in a sealed envelope or container plainly labeled in the lower left-hand corner: **"IFB # 07032024, 2024 RSOS Lift Station Contract** and the bid opening date and time. Bidders must also include their company name and address on the outside of the envelope or container. Bids must be addressed to:

Jennifer Lacefield
Randy Sams Outreach Shelter
803 Spruce Street
Texarkana, TX 75501

- 1.2 Bidders are responsible for making certain bids are delivered to Randy Sams Outreach Shelter. Mailing of a bid does not ensure that the bid will be delivered on time or delivered at all. If Bidder does not hand deliver bid, we suggest that he/she use some sort of delivery service that provides a receipt.
- 1.3 Bids will be accepted in person, by United States Mail, by United Parcel Service, or by private courier service. No bids will be accepted by oral communication, telephone, telegraphic transmission, or faxed transmission.
- 1.4 Bids may be withdrawn prior to the above scheduled time set for closing of the bids. Bids CANNOT be withdrawn, altered, or amended after bid closing. Alteration made before bid closing must be initiated by Bidder guaranteeing related info/factors.
- 1.5 Randy Sams Outreach Shelter reserves the right to postpone the date and time for opening bids through an addendum.

2 CLARIFICATIONS OF REQUIREMENTS

- 2.1 It is the intent and purpose of the Randy Sams Outreach Shelter that this request permits competitive bids. It shall be the Bidder's responsibility to advise the Shelter if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be submitted in writing and must be received by Randy Sams Outreach

Shelter no later than (5) five-business days prior to the bid closing date. A review of such notifications will be made.

3. ADDENDA & MODIFICATIONS

- 3.1 Any changes, additions, or clarifications to the IFB are made by bid amendments (addenda).
- 3.2 Any Bidder in doubt as to the true meaning of any part of the specifications or other documents may request an interpretation thereof from Randy Sams Outreach Shelter. At the request of the Bidder, or in the event Randy Sams Outreach Shelter deems the interpretation to be substantive, the interpretation will be made by written addendum issued by Randy Sams Outreach Shelter. Such addendum issued by Randy Sams Outreach Shelter will be sent to all Bidders receiving the original Invitation for Bid (IFB) and will become part of the bid package having the same binding effect as provisions of the original bid. No verbal explanations or interpretations will be binding. In order to have a request for interpretation considered, the request must be submitted in writing and must be received by Randy Sams Outreach Shelter no later than (5) five-days prior to the bid closing date.
- 3.3 All addenda, amendments, and interpretations of this solicitation shall be in writing. Randy Sams Outreach Shelter shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the Shelter in writing or in this IFB should be used in preparing bid responses. All contacts that a Bidder may have had before or after receipt of this IFB with any individuals, employees, or representatives of the Shelter and any information that may have been read in any news media or seen or heard in any communication facility regarding this bid should be disregarded in preparing responses.
- 3.4 The Shelter does not assume responsibility for the receipt of any addendum sent to Bidders.
- 3.5 A copy of all addenda issued must be signed and returned with your bid.

4. EXAMINATIONS OF DOCUMENTS AND REQUIREMENTS

- 4.1 Each Bidder shall carefully examine all IFB documents and thoroughly familiarize itself with all requirements prior to submitting a bid to ensure that the goods and/or services being bid meet the intent of these specifications.
- 4.2 Before submitting a bid, each Bidder shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this Invitation for Bid. Failure to make such investigations and examinations shall not relieve the Bidder from obligation to comply, in every detail, with all provisions and requirements of the Invitation for Bid.

5. BID SUBMITTAL

- 5.1 Each bid is to be submitted by the date and time indicated. Additional copies may be requested by Randy Sams Outreach Shelter if deemed necessary.
- 5.2 All bids must include this IFB and any subsequent addenda. Bids must be submitted on the Bid Form and the Bidder must sign and date their bid in the space provided. Identify the item bid, including brand name and model number, if applicable. Enter unit price, extended cost, and delivery days in the columns provided. In the event of discrepancies in extension, the unit price shall govern.
- 5.3 The Shelter is exempt from Federal Excise, State Sales and Transportation taxes. TAX MUST NOT BE INCLUDED IN BID. Tax exemption certificates will be executed upon request.
- 5.4 Any information regarding warranties and/or maintenance agreements pertaining to said bid item(s) are to be included in the bid.
- 5.5 Bid prices must be firm for a minimum period of sixty (60) days. Bids subject to price increases will not be considered.

5.6 All bids, responses, inquiries, or correspondence relating to or in-reference to this IFB, and all reports, charts, and other documentation submitted by bidders shall become the property of Randy Sams Outreach Shelter when received.

6 LICENSES, PERMITS, TAXES

6.1 The price or prices for the work shall include full compensation for all taxes, permits, etc. that the Bidder is or may be required to pay.

PART IV

SPECIFICATIONS

Please note as you complete this bid that the following specs must be met by the bidder, if selected:

Plumbing:

Appropriate grinder pump model to be installed as well as control panel in order to effectively manage and dispose of improper items that are flushed into the plumbing system at the 402 Oak St. Randy Sams Outreach Shelter.

Demolition and haul-off of existing lift station.

Connections to existing forced main and sanitary sewer connections.

Concrete poured at base of lift station with gravel backfill.

Electrical:

Installation of lift station control panel.

Installation of new electrical conduit from breaker panel to lift station control panel.

New breaker and associated wire.

-RSOS

PART V

INSURANCE REQUIREMENTS

1. Prior to the award of this contract by the Shelter and before commencing work, the successful Bidder shall be required, at his own expense, to furnish the Randy Sams Outreach Shelter, Executive Director within ten (10) days of notification of award with certified copies of all insurance certificates showing the following insurance coverage to be in force throughout the term of the contract. The Shelter shall have no duty to pay or perform under this contract until such certificate has been delivered to and approved by the Shelter and no officer or employee of the Shelter shall have authority to waive this requirement without written approval from the Randy Sams Outreach Shelter Executive Director.

(a) Commercial General Liability (CGL) insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage. Coverage must

be written on an occurrence form. Contractual liability must be maintained with respect to the Bidder's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit. CGL shall include coverage for:

1. Premises/Operations
2. Products Completed Operations
3. Independent Contractors
4. Personal Injury
5. Contractual Liability

(b) Workers Compensation insurance at statutory limits.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$500,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

2. The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The successful bidder may maintain reasonable and customary deductibles, subject to approval by the Shelter.
3. A comprehensive general liability insurance form may be used in lieu of a commercial general liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$500,000 per occurrence, combined single limit; and coverage must include a broad form comprehensive general liability endorsement, coverage for products/completed operations, and broad form contractual liability covering the obligations included in the contract.
4. With reference to the foregoing insurance requirement, the successful Bidder shall specifically endorse applicable insurance policies as follows:
 - (a) The Shelter shall be named as an additional insured with respect to general liability.
 - (b) A waiver of subrogation in favor of the Randy Sams Outreach Shelter shall be contained in the workers compensation coverage.
 - (c) All insurance policies shall be endorsed to require the insurer to immediately notify the Shelter of any material change in the insurance coverage.

- (d) All insurance policies shall be endorsed to the effect that the Shelter will receive at least 10 days' notice prior to cancellation, non-renewal, or termination of the insurance.

 - (e) All copies of Certificates of Insurance shall reference the project/contract number for which the insurance is being supplied.
5. The Shelter prefers that all insurance be purchased from an insurance company that meets the following requirements:
- (a) A financial rating of A: VII or better as assigned by the BEST rating Company or A or better by Standard and Poor's.
 - (b) Written by companies approved by the State of Texas and acceptable to the Randy Sams Outreach Shelter.
6. All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
- (a) The insurance set forth by the insurance company are underwritten on forms, which have been approved by the Texas State Board of Insurance.
 - (b) Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.
 - (c) Shall specifically set forth the notice of cancellation or termination provisions to the Randy Sams Outreach Shelter.

COPIES OF INSURANCE CERTIFICATES ARE REQUIRED WITH THIS BID