

WHITE SETTLEMENT INDEPENDENT SCHOOL DISTRICT



REQUEST FOR QUALIFICATIONS FOR DESIGN-BUILD CONTRACT FOR – 13,500 SQUARE FOOT BARN

Pursuant to Texas Government Code 2269, Subchapter G, as it currently exists or may hereafter be amended or replaced, this Request for Qualifications (RFQ) is intended to solicit proposals from design-build firms (“Respondents”) with capabilities to develop, design, and construct a 150’ x 90’ x 16’ square foot metal building, for **White Settlement ISD** (“Owner”). For the purpose of this RFQ, “Respondent” refers to any entity or team that is qualified to provide the design-build contract as listed in this RFQ. It is the intent of Owner to select the Respondent demonstrating the best overall value to the Owner, and enter into an agreement for turnkey design-build services for one complete metal building barn.

Sealed Statements of Qualifications shall be received no later than:

Thursday, February 9, 2017 @ 2:00 p.m., LOCAL TIME

And shall be submitted to:
White Settlement ISD
ATTN: Janette Owens
401 S. Cherry Lane
White Settlement, Texas 76108

Please mark envelopes with the following:

Design-Build Contract- Barn
RFQ #2017

Responses received after the deadline will not be considered. Please enclose three (3) copies of your response with the appropriate annotation to the address above.

Requests for clarification of any part of this solicitation must be made in writing by close of business on February 2, 2017. Such requests may be e-mailed to Jeff Seeton at jseeton@wsisd.net.

Table of Contents

I.	OWNER SUPPLIED INFORMATION	1
1.	Purpose of Solicitation	1
2.	Owner Background	1
3.	Services Requested.....	1
4.	Project Budget	1
5.	Preliminary Schedule.....	1
6.	Procurement Process	1
a.	Phase I RFQ	1
b.	Selection of Qualified Provider or Short-list of Providers	2
c.	Negotiate Project Development Agreement.....	2
d.	Project Development.....	2
e.	Project Implementation.....	2
7.	Instructions to Respondents	2
a.	Public Information	2
b.	Type of Contract.....	3
c.	Clarifications and Interpretations	3
d.	Deadline.....	3
e.	Delivery and Submission	4
f.	Point of Contact.....	4
g.	Evaluation of Qualifications	4
h.	Owner's Reservation of Rights.....	4
i.	Acceptance of Evaluation Methodology	4
j.	No Reimbursement for Costs	5
II.	RESPONDENT'S SUBMITTAL	6
1.	General Instructions.....	6
2.	Format.....	6
a.	Page Size, Binding, Dividers, and Tabs	6
b.	Table of Contents.....	6
c.	Pagination	6
3.	Criteria and Weights for Selection.....	6
4.	Required information for Phase I	7
a.	Unique Qualifications	7
b.	Corporate Qualifications.....	7
5.	Personnel Qualifications	7
6.	Program and Project Methodology.....	7
7.	References	7
III.	ADDITIONAL REQUIREMENTS	7
IV.	APPENDIX A SCOPE OF WORK/DESIGN CRITERIA PACKAGE	9
1.	General.....	9
2.	Design	9
3.	Documentation	9
4.	Construction	9
5.	Safety	9
a.	Safety Coordinator	9
b.	Safety Plan.....	9
c.	Minimum Safety Requirement to Be Included In the Safety Plan	9
	Attachment A-1 Design Criteria for Metal Building	10

	Attachment A-2 Site Drawing	12
	Attachment A-3 Floor Plan	12
V.	APPENDIX B SUBMITTAL FORMS AND INFORMATION	13
	Attachment B-1 Qualifications Acknowledgement Form	14
	Attachment B-2 REQUIRED WORKERS' COMPENSATION COVERAGES	15
	Attachment B-3 Conflict of Interest Questionnaire	18
	Attachment B-4 Felony Conviction Notice	19
	Attachment B-5 Debarment Certification Form	20
	Attachment B-6 Non-Collusion Affidavit	21
	Attachment B-7 Form 1295 Requirements.....	22

I. OWNER SUPPLIED INFORMATION

1. Purpose of Solicitation

Pursuant to Texas Government Code.2269, Subchapter G, as it currently exists or may hereafter be amended or replaced, this Request for Qualifications (“RFQ”) is intended to solicit proposals from design-build firms with capabilities to develop, design, and construct for White Settlement Independent School District (“Owner”) a 150’ x 90’ x 16’ square foot metal building with gutters. For the purpose of this RFQ, “Respondent” refers to any entity or team that is qualified to provide all of the services as listed in item paragraph 2 below. It is the intent of Owner to select the most qualified Respondent that will provide design-build contract to Owner for a fully complete metal building barn.

2. Services Requested

Owner requests the turnkey services of a design-build firm (Respondent) with the capability to complete the following Scope of Work & Design Criteria Package, which is more fully described in Appendix A:

All engineering and construction services necessary for the design and construction of a 150’ x 90’ x 16’ barn

3. Project Budget

Total project budget \$160,000.00

4. Preliminary Schedule

RFQ Posting	Thursday, January 19, 2017
Last Day for RFQ Questions	Thursday, February 2, 2017
Qualifications Received	Thursday, February 9, 2017 @ 2:00 pm CST
Review Qualifications	Thursday, February 9, 2017
Notify Short Listed Firms	Friday, February 10, 2017
Owner announces Respondents` Qualified for further Consideration	Monday, February 13, 2017
Recommendation to Board of Trustees	Tuesday, February 21, 2017
Notice to Proceed	Wednesday, February 22, 2017
Substantial Completion	Friday, April 14, 2017
Project Closeout complete	Wednesday, May 31, 2017

5. Procurement Process

a. Phase I RFQ

The RFQ is the first step in a multi-step process aimed at identifying one or more qualified Respondents. In Phase I, Owner will evaluate each Respondent’s experience, technical competence, capability to perform, the past performance of the Respondent’s team and members of the team, and other appropriate factors submitted by the team or firm in response to the RFQ, except that cost-related or price-related evaluation factors are not permitted.

- b. Selection of Qualified Provider or Short-list of Providers
A committee may be formed to review responses submitted. Based on the selection criteria described in this document, the committee may short-list a maximum of five (5) of the most qualified Respondents. **Owner, at its discretion, retains the right to select only one (1) Respondent at this stage and negotiate a contract.** Owner may also determine that no qualified responses have been received and reject all responses.

- c. Negotiate Project Development Agreement
Owner shall select the design-build firm that submits the response offering the best value for the District on the basis of the published selection criteria and its ranking evaluations with whom it will enter into negotiations. It is anticipated that negotiations would encompass all phases of work, including but not limited to: architect and engineering fees, preconstruction services, labor rates, contingency/risk, insurance and bonds, markups for overhead and profit on subcontractors, as well as any other items Owner feels are appropriate. If negotiations are successful, Owner and the highest ranking Respondent will enter into an agreement to develop the project proposal(s) as outlined in this RFQ. If an acceptable agreement cannot be reached between the Owner and the highest ranking Respondent, the Owner may choose to end negotiations with the highest ranking Respondent and negotiate with the next highest ranked Respondent.

- d. Project Development
The selected Respondent will develop the Project proposal(s) based on the Scope of Work/Design Criteria Package outlined in Appendix A. Owner expects the Respondent to complete the Project development on a contingent basis (*i.e.*, not bill for the development until completed and the implementation is funded) and roll the agreed upon cost of the development into the implementation cost. Owner reserves the right to pay for the development separately. At the conclusion of Project Development, Respondent will provide Owner with a Guaranteed Maximum Price (GMP) for the agreed upon scope of work.

- e. Project Implementation
After finalizing work scope and GMP, the Respondent will provide turnkey design and construction management services.

6. Instructions to Respondents

- a. Public Information
All information, documentation, and other materials submitted in response to this RFQ are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, *et seq.*) after a contract is awarded. The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

b. Type of Contract

Any contract resulting from this RFQ will be in the form that meets any and all requirements of the final financing options and/or statutory requirements related to Project approval criteria including, but not limited to:

- Payment and performance bonds for the total amount of the Project Budget, less design fees, as set out in Texas Government Code §2253;
- The insurance noted in Attachment B-2;
- Prevailing wage rates as set out in Texas Government Code §2258;
 - Owner, for the purpose of complying with §2258, Subchapter B of the Texas Government Code for all public contracts, has adopted the prevailing wage rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act as the published rates for the District. These rates are listed on the following website: www.access.gpo.gov/davisbacon/tx.html.
 - It is the responsibility of the Respondent to pay the appropriate rate or higher on the construction project or be subject to penalty as set forth in §2258.023 of the Texas General Government Code; and
- The Prompt Payment Act, as set out in Texas Government Code §2251.

c. Clarifications and Interpretations

Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be included in an addendum and issued to each known potential Respondent. It is the responsibility of all Respondents to obtain this information in a timely manner. All such addenda issued by the Owner before responses are due shall become a part of the RFQ, and Respondents shall acknowledge receipt of and incorporate each addendum in its response. Respondents shall consider only those clarifications and interpretations that the Owner issues by addenda one week prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing responses or Statements of Qualifications.

d. Deadline

Owner will receive responses at the time described below:

Thursday, February 9, 2017 @ 2:00 p.m., LOCAL TIME

Submit three (3) identical copies of the response to:

**White Settlement ISD
ATTN: Janette Owens
401 S. Cherry Lane
White Settlement, Texas 76108**

Late received responses will be returned to the Respondent unopened.

- e. Delivery and Submission
The Owner will not acknowledge or receive responses that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

Properly submitted responses will not be returned to Respondents.

Response materials must be enclosed in a sealed envelope (box or container); the package must clearly identify the submittal deadline, the RFQ title, and the name and return address of the Respondent.

- f. Point of Contact
Owner designates the following person as its representative and Point-of-Contact for this RFQ. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFQ to the Point-of-Contact person.

Name:	Jeff Seeton
Address:	401 S. Cherry Lane
City, State Zip:	White Settlement, Texas 76108
Phone:	817-691-0957
Email:	jseeton@wsisd.net

- g. Evaluation of Qualifications
The evaluation of responses shall be based on the requirements described in this RFQ. All properly submitted responses will be reviewed, evaluated, and ranked by the Owner. Responses for Phase I of this RFQ shall **NOT** include Respondent's fees, pricing, or other compensation.

- h. Owner's Reservation of Rights
OWNER MAKES NO REPRESENTATIONS OF ANY KIND THAT AN AWARD WILL BE MADE AS A RESULT OF THIS RFQ, OR SUBSEQUENT RFQ AND NO SUCH REPRESENTATION IS INTENDED OR SHOULD BE CONSTRUED BY THE ISSUANCE OF THIS RFQ. THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL STATEMENTS OF QUALIFICATIONS AND RE-SOLICIT FOR NEW PROPOSALS, OR TO REJECT ANY AND ALL RESPONSES AND TEMPORARILY OR PERMANENTLY ABANDON THE PROJECT. THE OWNER RESERVES THE RIGHT TO WAIVE ANY FORMALITIES OR MINOR TECHNICAL INCONSISTENCIES, OR DELETE ANY ITEM/REQUIREMENTS FROM THIS RFQ WHEN DEEMED TO BE IN OWNER'S BEST INTEREST.

- i. Acceptance of Evaluation Methodology
BY TENDERING A STATEMENT OF QUALIFICATION TO THIS RFQ, THE RESPONDER ACKNOWLEDGES THAT IT HAS READ AND FULLY UNDERSTANDS THE REQUIREMENTS FOR SUBMITTING A RESPONSE, AND THE PROCESS USED BY THE OWNER FOR SELECTING THE HIGHEST AND BEST RESPONDER. FURTHER, BY SUBMITTING A RESPONSE, THE RESPONDER FULLY, VOLUNTARILY AND UNDERSTANDINGLY WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST OWNER OR ANY OF ITS COUNCIL MEMBERS, OFFICERS, AGENTS AND/OR EMPLOYEES THAT COULD ARISE OUT OF THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY RESPONSE SUBMITTED IN RESPONSE TO THIS RFQ.

- j. No Reimbursement for Costs
Respondent acknowledges and accepts that any costs incurred by the Respondent's participation in this RFQ shall be at the sole risk and responsibility of the Respondent.

II. RESPONDENT'S SUBMITTAL

1. General Instructions

Responses shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.

Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete responses will be considered non-responsive and subject to rejection. Failure to comply with all requirements contained in this RFQ may result in the rejection of the response.

Responses shall consist of answers to questions identified in this RFQ, including all attachments hereto. It is not necessary to repeat the question in the response; however, it is essential to reference the question number with the corresponding answer. Responses that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Owner, at its option.

2. Format

a. Page Size, Binding, Dividers, and Tabs

Responses shall be a MAXIMUM OF 15 PRINTED PAGES. The cover, table of contents, and divider sheets do not count as printed pages.

Responses shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral or coil bindings.

Additional attachments shall NOT be included with the response. Only the responses provided by the Respondent to the questions identified in this RFQ and in the oral interview, if any, will be used by the Owner for evaluation.

Separate and identify each criteria response by use of a divider sheet with an integral tab for ready reference.

b. Pagination

Number all pages of the response sequentially using Arabic numerals (1, 2, 3, etc.).

3. Criteria and Weights for Selection

The selection of Respondents shall be in accordance with Texas Government Code 2269, Subchapter G, as it currently exists or may hereafter be amended or replaced. In Phase 1, Owner or its representatives shall evaluate each response, based on the following equally weighted criteria:

- Experience
- Technical competency and capability to perform
- Past performance of the proposed team members
- Certification that each engineer on the proposed team was selected based on demonstrated competency and qualifications
- Other factors submitted by the design build firm

Each response shall be ranked on the above criteria on a scale of 1 to 5 (with 1 being the best and 5 being the worst), in light of the responses to Required Information listed in Paragraph II.4-7. below.

4. Required information for Phase I

Corporate Qualifications

- i. Provide a brief history of your firm and any proposed subconsultants and/or subcontractors. At a minimum, include the following information:
 - Number of years your firm been in business under its present name;
 - Location of parent company headquarters. If international, please list both international headquarters and US headquarters; and
 - Location of office from which project will be managed.
- ii. List the services which your firm performs with your own employees, and those which are usually subcontracted.
- iii. List any contracts in Texas in the last ten years that were terminated by the owner prior to completion due to non-performance.

5. Personnel Qualifications

Provide information regarding capabilities and experience of personnel directly assigned to this project that include the following:

- a. Clearly identify who will have primary technical responsibility for architectural/engineering and design work, contract negotiations, construction management, training, and any other aspect of the project implementation or post-construction services. Please do not list individuals that will not be assigned to the project.

6. References

Discuss your project team's experience with implementing design build projects at similar facilities. List a maximum of two (2) references indicating experience with facility improvements with owners of similar size and complexity. Include the following specific information for each project:

- Year project was completed
- Project title and location(s)
- Name, address, and phone number of owner's representative

III. ADDITIONAL REQUIREMENTS

1. Respondent shall keep the same project superintendent on the Project while work is going on.
2. Respondent shall work with the Owner to save costs during the design and construction phases.
3. Respondent agrees Owner may suspend or cancel the Project due to funding, budgetary or other reasons unknown at this time. Owner shall be obligated to pay the services rendered to date but is not obligated to proceed with the construction of the Project.
4. Fill out, complete and submit the "PROPOSALS ACKNOWLEDGMENT FORM" at Attachment B-1.
5. Confirm in writing your company will comply and you will have your subcontractors comply with the "REQUIRED WORKER'S COMPENSATION COVERAGES" as outlined in Attachment B-2.

6. Fill out, complete and submit the "CONFLICT OF INTEREST QUESTIONAIRE" at Attachment B-3.
7. Fill out, complete and submit the "FELONY CONVICTION NOTICE" at Attachment B-4.
8. Fill out, complete and submit the "DEBARMENT CERTIFICATION FORM" at Attachment B-5.
9. Fill out, complete and submit the "NON-COLLUSION AFFIDAVIT" at Attachment B-6.
10. Confirm in writing your company will comply with the "FORM 1295 REQUIREMENTS" as outlined in Attachment B-7.
11. Provide certification that Architect/Engineer on design-build team was selected as provided by Texas Government Code §2254.004.
12. Provide Professional Liability Insurance information stating the Architect/Engineer design team carries and maintains errors and omissions insurance in the amount of \$1,000,000.
13. The successful Respondent shall comply with all the requirements for Design-Build Contracts as noted in the Texas Government Code 2269, Subchapter G.
14. **The successful Respondent shall, upon approval of the contract, provide a Scope to Budget Estimate based on the Scope of Work/Design Criteria Package. If the Scope to Budget Estimate is more than the District's Project Budget as stated in this RFQ, before moving further into the Project, Respondent shall work with the Owner to "Value Engineer" the Project and scope to bring the Project within a budget acceptable to the Owner. Upon approval of the revised Scope to Budget Estimate by the Owner, the Project shall proceed forward into design by the architect/engineer team. If an acceptable construction cost is not reached, Owner has the right to cancel the Project.**
15. Owner prefers Respondent to consider local subcontractors in the bid process.

IV. APPENDIX A SCOPE OF WORK/DESIGN CRITERIA PACKAGE

1. General

The “scope of work” includes all architectural and engineering design services, construction, costs associated with any required permits, procurement, materials, labor, qualification of subcontractors (if subcontractors are required), construction management, equipment rental, and

2. Design

Respondent’s design services shall include but not be limited to:

- a. Preparation of all necessary plans for permits, schedule with project milestones.
- b. Confirmation of suitability of the proposed building at the proposed site. See Attachments A-1, A-2 and A-3.
- c. Detailed project drawings including but not limited to site plan(s), floor plans and sections, concrete drawings.
- d. Defining the concrete testing requirements.

3. Documentation

Respondent shall supply to Owner two (2) full size paper copies of all design documents for review and approved by Owner at appropriate approval points as defined on the project milestone schedule (schedule requirements to be defined by Design-Builder).

At completion of the Project and before final payment, Respondent shall supply to Owner one (1) full size paper copy and one electronic copy in native format on a flash drive of all drawings, test reports, permits, O&M manuals for equipment with the design scope of work and any other documents generated or used to complete this Project.

4. Construction

Respondent’s scope of construction shall include but not be limited to:

- a. Evaluation of subcontractors (subcontractors shall be approved in advance by Owner).
- b. Mobilization and demobilization.
- c. Site excavation (all reasonable effort to determine any underground interference is the responsibility of the Supplier), compacted backfill, haul off of excess material
- d. Bending and setting rebar and anchor bolts.
- e. Placement of concrete. Note: Concrete Testing Lab shall be selected by Owner with assistance from Design-Builder.
- f. Rental of cranes, man lifts, scaffolding, etc.
- g. Testing of systems.
- h. Site cleanup.

5. Safety Plan

Respondent is required to prepare a safety plan, and method statement, and operate the safety plan as the work progresses and it shall be approved by Owner.

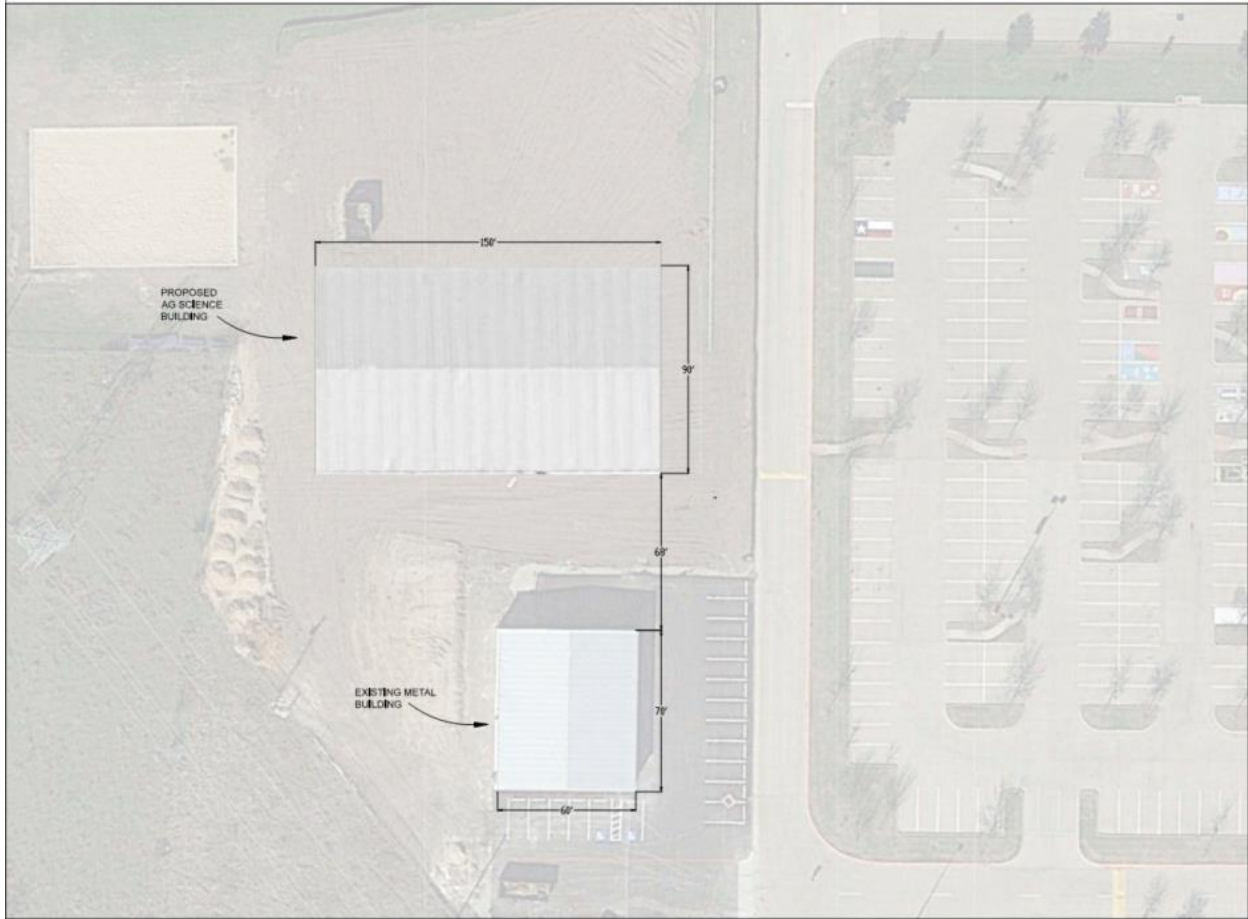
6. Minimum Safety Requirement to Be Included In the Safety Plan

The work site is to be cordoned off using a system such as Block N Mesh or equal. Minimum required personal protective equipment (PPE) shall include hard hat, safety glasses with side shields, full length work pants, steel-toed safety shoes. OSHA approved fall protect when working above six (6) feet above grade.

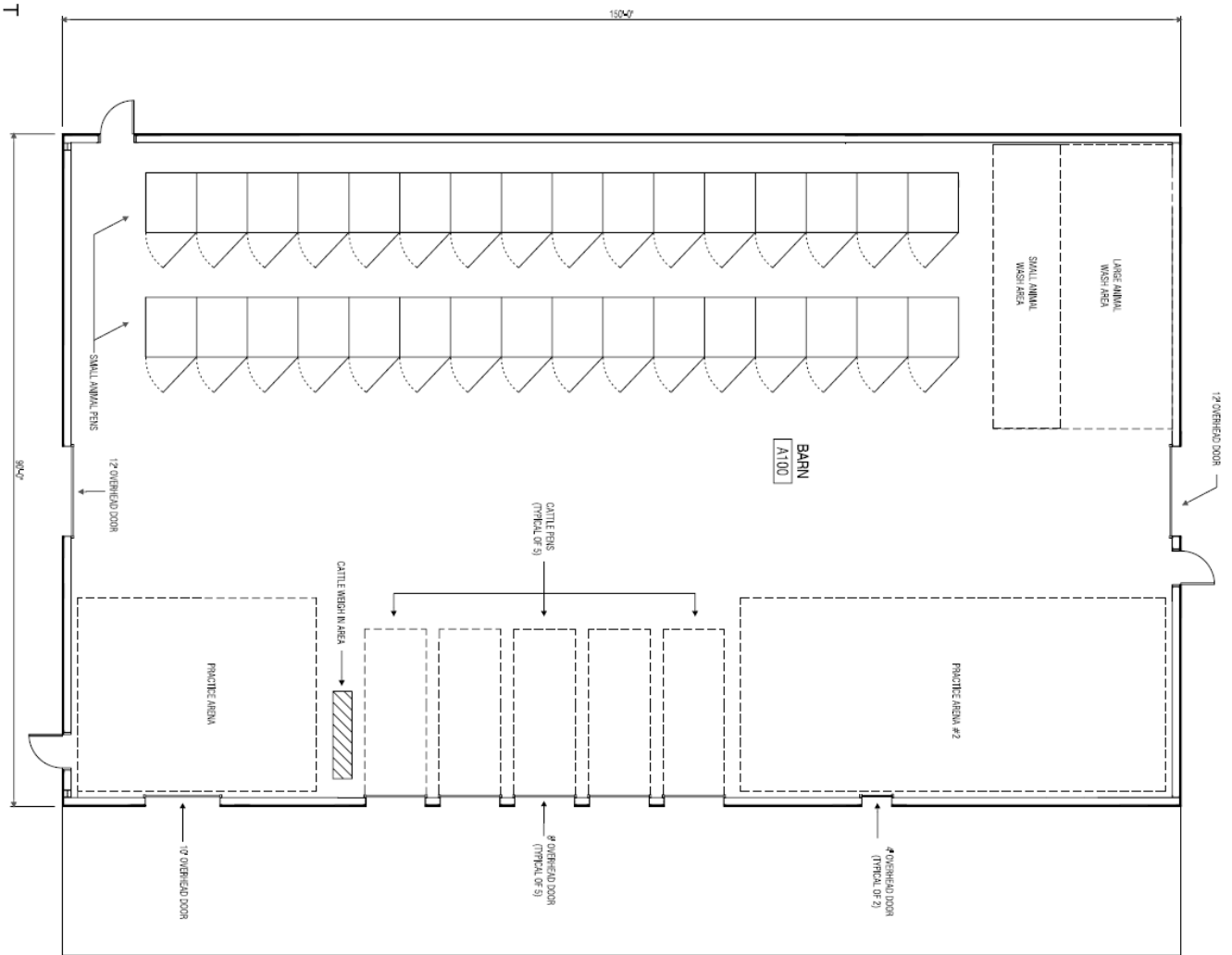
**Attachment A-1
Design Criteria**

- Size- 150' x 90' x 16' Prefinished Metal Building with gutters and openings as shown on attachment A-3.
- Comply with all adopted commercial building codes, as amended
- Payment Bond and Performance Bonds
- Contractor must pay the general prevailing daily wage rate for workers in compliance with Texas Government Code 2258.

**Attachment A-2
Site Plan**



Attachment A-3 Floor Plan Drawing



**V. APPENDIX B
SUBMITTAL FORMS AND INFORMATION**

**Attachment B-1
Proposal Acknowledgement Form**

Submitted by: _____

Date: _____ Phone No: _____

To: Frank Molinar, Superintendent

By tendering this response, the undersigned acknowledges and agrees to the following:

1. Receipt of this Request for Qualifications, Appendices and Attachments.
2. To hold open this response for a period of 30 (thirty) days following its submission.
3. To accept the right of the Owner to reject any and all responses to the Request for Qualifications, to waive formalities and to accept the response the Owner considers most advantageous.
4. To enter into a contract with the Owner for "design-build" services as specified in the Request for Qualifications and the response to the Request for Qualifications.
5. By signing, the undersigned affirms that, to the best of his knowledge, the response to the Request for Qualifications has been developed independently and is submitted without collusion with any other respondent or with anyone that would serve to limit competition in the award of this contract.
6. Each architect/engineer of the team was selected on demonstrated competence and qualifications in a manner provided by Texas Government Code §2254.004.

Authorized Signature

Title

Name of Contracting Firm

Address

Telephone

Email

Attachment B-2
REQUIRED WORKERS' COMPENSATION COVERAGES

REQUIRED WORKERS' COMPENSATION COVERAGES
28 TAC 110.110(c)(7), adopted to implement Texas Labor Code 406.096

The District shall use the following language for bid specifications and contracts for building or construction, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation.

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) include 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 that 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 do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

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

1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2. No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

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

The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The contractor shall post on each project site a notice, in the text, form, and manner prescribed by the TDI, 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.

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

3. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all of its employees providing services on the project for the duration of the project;
4. Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project;
5. Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
6. Obtain from each other person with whom it contracts, and provide to the contractor:
 - a. A certificate of coverage, prior to the other person beginning work on the project; and
 - b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
7. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
8. Notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
9. Contractually require each person with whom it contracts to perform as required by items 1–6, with the certificates of coverage to be provided to the person for whom they are providing services.

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 TDI'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.

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

The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

28 TAC 110.110(i)

**Attachment B-3
Conflict of Interest Questionnaire**

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY Date Received
1 Name of person who has a business relationship with local governmental entity.	
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3 Name of local government officer with whom filer has employment or business relationship.	
<p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
4	
<p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity</p>	<p align="center">_____</p> <p align="center">Date</p>

Adopted 06/29/2007

**Attachment B-4
Felony Conviction Notice**

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education §44.034. Following is an example of a felony conviction notice:

FELONY CONVICTION NOTICE

Texas Education Code § 44.034 (a) provides that any person or business entity, other than a publicly held corporation, that enters into a contract with a school district must give advance notice to the school district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

TEXAS EDUCATION Code § 44.034 (b) provides that if the school district determines that the person or business entity failed to give notice as required by Texas Education Code § 44.034 (a) or misrepresented the conduct resulting in the conviction, the school district may terminate the contract after compensating the person or business entity for services performed before the termination of the contract.

I, _____ the undersigned owner of the business entity named herein, certify that the information I have provided herein is true and correct and within my personal knowledge.

Vendor's Name: _____

AUTHORIZED COMPANY OFFICIAL'S NAME:

A. My firm is a publicly-held corporation; therefore, this reporting is not applicable.

Signature of Company Official: _____

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official: _____

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

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

Date: _____

**Attachment B-5
Debarment Certification Form**

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000.00. Vendors receiving individual awards of \$100,000.00 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder/proposer:

- (1) Certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

Firm's Name: _____
Address: _____
City/State/Zip _____
Telephone _____

Authorized Company Official's Name _____
Typed or Printed

Title of Authorized Representative _____
Typed or Printed

Signature of Authorized Company Official _____

Date Signed _____

**Attachment B-6
Non-Collusion Affidavit**

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature:

Printed Name: _____

Title: _____

Company: _____

Date: _____

SUBSCRIBED and sworn to before me the undersigned authority by _____ the _____ of, _____ on behalf of said bidder.

Notary Public in and for the
State of Texas

My commission expires: _____

**Attachment B-7
Form 1295 Requirement**

FORM 1295 REQUIREMENT

Effective January 1, 2016, House Bill 1295 requires all Vendors that are awarded a contract in excess of \$50,000.00 to provide the District a copy of a FORM 1295. The REQUIRED form must be completed on the Texas Ethics Commission's website at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Respondents must use the online application to enter the required information on Form 1295 and print a copy of the form which will provide a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 and certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.