KLONDIKE INDEPENDENT SCHOOL DISTRICT



REQUEST FOR STATEMENT OF QUALIFICATIONS FOR DESIGN BUILD SERVICES – MINIMUM 1,750 SQUARE FOOT RESIDENCES TO BE USED AS TEACHERAGES

Pursuant to Texas Government Code 2269, Subchapter G, as it currently exists or may hereafter be amended or replaced, this Request for Statement of Qualifications (RFQ) is intended to solicit qualifications from design-build firms ("Respondents") with capabilities to develop, design, and construct two (2), minimum 1,750 square foot residences that will serve as teacherages for the **Klondike ISD** ("Owner"). For the purpose of this RFQ, "Respondent" refers to any entity or team that is qualified to provide all of the design-build services 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 two (2) fully complete residences.

Sealed Statements of Qualifications shall be received no later than:

Friday, November 14, 2025 @ 3:00 p.m., LOCAL TIME

And shall be submitted to:

Klondike ISD
ATTN: Steve McLaren, Superintendent
2911 County Road H
Lamesa. TX 79331

Please mark envelopes with the following:

Design-Build Services – Teacherages (Homes) RFQ #2025-001

Responses received after the deadline will not be considered. Please enclose eight (8) 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 **Monday, November 10, 2025**. Such requests may be mailed to **steve.mclaren@klondikeisd.net**.

RFQ – Design Build Services

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I. OWNER SUPPLIED INFORMATION

1. Purpose of Solicitation

Pursuant to Texas Government Code, Chapter, 2269, Subchapter G, as it currently exists or may hereafter be amended or replaced, this Request for Statement of Qualifications ("RFQ") is intended to solicit qualifications from design-build firms with capabilities to develop, design, and construct for Klondike Independent School District ("Owner") two (2) minimum 1,750 square foot residences to be used as a teacherages (the "Project"). 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 3 below. It is the intent of Owner to select the most qualified Respondent that will provide design-build services to Owner.

2. Owner Background

The teacherages will provide living accommodations for employees of the District.

3. 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 architectural/engineering and construction services necessary for the design and construction of two (2) minimum 1,750 square foot residences to be used as a teacherages.

4. Project Budget

The Owner has a total Project Budget of **\$500,000.00** for the scope of work outlined in Appendix A (**for two (2) minimum 1,750 square foot residences**). Owner understands and acknowledges that scope change may result in either an increase or decrease in the Project Budget. The above total Project Budget includes Respondent's construction fees, A/E design fees, building permits, general contractors, administration personnel, bonding, insurance costs and subcontractor costs of the work.

5. Preliminary Schedule

Owner issues Request for Qualifications	October 10, 2025
Owner issues 2 nd Publication for Qualifications	October 17, 2025
Owner receives responses to Request for Qualifications	November 14, 2025 @ 3:00 p.m.
Owner committee announces Respondents qualified for further consideration	November 17, 2025
Owner, if necessary and at its option conducts interviews, and then ranks respondents	December 8, 2025 School Board Meeting
Owner approval of selected respondent	Following negotiation of acceptable contract
Final completion of construction	May 17, 2026

6. 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. <u>Selection of Qualified Provider or Short-list of Providers</u>

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. <u>Oral Presentation (Owner's Option)</u>

Oral presentations may be required of each of the interested short-listed Respondents covering any unique qualities, methodologies, or approaches taken to differentiate from other Respondents. Short-listed Respondent's may be asked to provide additional information to the Owner (or its committee) regarding demonstrated competence and qualifications, considerations of the safety and long-term durability of the Project, the feasibility of implementing the Project as proposed, the ability to meet schedules, costing methodology, or other factors as appropriate. This additional information will be used in addition to prior information received in further evaluating the short-listed Respondents to determine a rank-order of the short-listed firms.

d. 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 chose to end negotiations with the highest ranking Respondent and negotiate with the next highest ranked Respondent.

e. 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.

f. <u>Project Implementation</u>

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

7. 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:

Friday, November 14, 2025 @ 3:00 p.m., LOCAL TIME

Submit eight (8) identical copies of the response to:

Klondike ISD ATTN: Steve McLaren, Superintendent 2911 County Road H Lamesa, TX 79331

Late received responses will be returned to the Respondent unopened.

e. <u>Delivery and Submission</u>

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: Steve McLaren
Title: Superintendent
Address: 2911 County Road H
City, State Zip: Lamesa, TX 79331
Phone: (806) 462-7332

Email: steve.mclaren@klondikeisd.net

g. <u>Evaluation of Qualifications</u>

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 QUALIFICATIONS, 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 QUALIFICATIONS 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 50 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. Table of Contents

Responses shall include a "Table of Contents" and give page numbers for each part of the response.

c. 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 firm and 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

a. Unique Qualifications

Provide a statement of interest for the project including a narrative describing the Respondent's (and any subconsultant's) unique qualifications as they pertain to this particular project. Limit this section to 5 pages.

b. 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;
 - All other names by which your firm has been known and length of time known by each name;
 - The address of your firm's website, if applicable;
 - Location of parent company headquarters. If international, please list both international headquarters and US headquarters;
 - Location of office from which project will be managed; and,
 - Revenues for each of the last three (3) years for work performed in Texas.
- ii. List the complete range of services and capabilities your firm offers (*e.g.*, energy analysis, environmental analysis, hazardous material management, construction management, etc.). Indicate all services which your firm performs with your own employees, and those which are usually subcontracted.
- iii. List any equipment manufactured by your company that may be included with this project.
- iv. Describe your willingness to include other manufacturers' products. Identify and describe any business associations with equipment manufacturers or suppliers that might be specified for this project.
- v. List past or present litigation in which your company is/was a defendant pertaining to design-build or renewable energy construction projects.
- vi. List any contracts in Texas in the last ten years that were terminated by the owner prior to completion due to non-performance.
- vii. Provide a claims history under professional malpractice insurance for the past five (5) years for the Respondent and any subconsultants or team members proposed to provide professional engineering services.

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.

- b. List all current projects (and their respective locations) assigned to each individual on the team, with Client contact names and numbers for reference checks.
- Provide an organizational chart that clearly describes your firm's project organization with supervisory reporting for this Project, along with each subconsultant and their area of responsibility.
- d. Professional resumes for key personnel and their responsibilities for the duration of the Contract. Resumes should include a list of previous projects, similar in size and complexity, in which the team member has played a significant role.

6. Program and Project Methodology

Describe your firm's methodology for developing, designing and constructing projects of a similar size and scope as this Project. Address in detail the following key components, if provided by your firm or team, and how you would approach each one:

- Facility Surveys
- Project development
- Engineering and design
- Funding / financing (including incentives and rebates)
- Construction and project management
- Training
- Guarantee of energy savings (if offered)
- Development and implementation of safety programs

7. References

Discuss your project team's experience with implementing design build projects at similar facilities. List a maximum of five (5) 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
- Team member(s) involved and nature of team member's responsibility
- General scope of work for the program
- Total dollar contract amount
- Type of contract (guaranteed savings, shared savings, GMP, etc.)
- Source(s) of project funding

III. ADDITIONAL REQUIREMENTS

- 1. Respondent shall prepare and advertise the bid packages for the trade contractor or subcontractor scope of work. Respondent, in conjunction with the Owner, shall receive, open, review, compile and evaluate the bids.
- 2. Respondent shall keep the same project superintendent on the Project while work is going on.
- 3. Respondent shall work with the Owner to save costs during the design and construction phases.
- 4. 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.
- 5. Fill out, complete and submit the "QUALIFICATIONS ACKNOWLEDGMENT FORM" at Attachment B-1.
- 6. 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.
- 7. Fill out, complete and submit the "CONFLICT OF INTEREST QUESTIONNAIRE" at Attachment B-3.
- 8. Provide certification that Architect/Engineer on design-build team was selected as provided by Texas Government Code §2254.004 if applicable.
- 9. 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.
- 10. The successful Respondent shall comply with all the requirements for Design-Build Contracts as noted in the Texas Government Code 2269, Subchapter G.
- 11. 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.
- 12. 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 tie-in or connection to the electrical, water, phone and other utility systems as required by local public utilities.

2. Design

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

- a. Preparation of all necessary plans and permits.
- b. Confirmation of suitability of the proposed building at the proposed site. See Attachments A-1 and A-2.
- c. Detailed project drawings including but not limited to site plan(s), Project milestones, permits, equipment drawings, concrete drawings (not applicable if building to be set on pier and beam footings), mechanical and electrical drawings, and parking lot plans and design.
- d. Defining the concrete testing requirements (not applicable if building to be set on pier and beam footings).

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:

- Evaluation of subcontractors (subcontractors shall be approved in advance by Owner).
- 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 if applicable.
- e. Placement of concrete. Note: Concrete Testing Lab shall be selected by Owner with assistance from Design-Builder. (This criterion "e" is not applicable if building is to be set on pier and beam footings.)
- f. Rental of cranes, man lifts, scaffolding, etc.
- g. Placement of electrical components including conduit, cables, terminals, etc.
- h. Testing of systems.
- i. Site cleanup.

5. Safety

a. Safety Coordinator

Respondent shall provide a safety coordinator on site for the duration of the Project. The

coordinator will insure that all construction activity adheres to Owner approved safety & construction plan.

b. 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.

c. <u>Minimum Safety Requirement to Be Included In the Safety Plan</u>

The work site is to be cordoned off using a system such as Block N Mesh or equal.

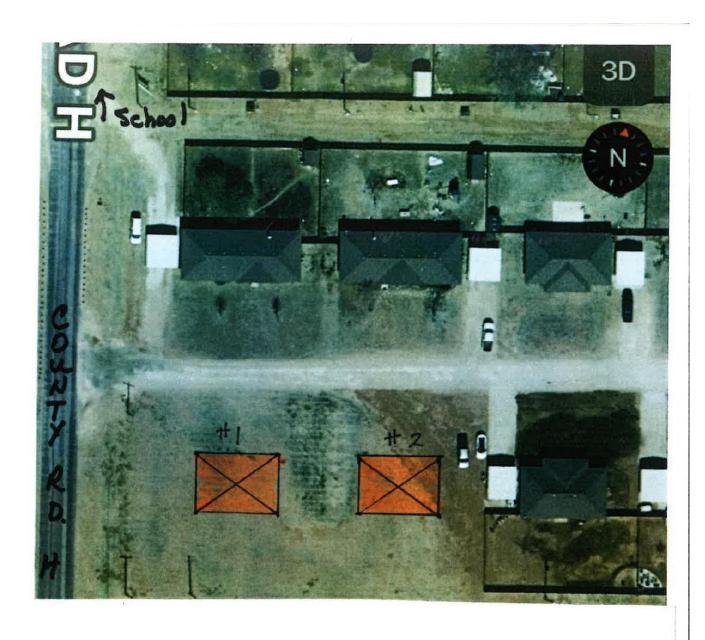
Minimum required personal protective equipment (PPE) shall include hard hat, safety glassed with side shields, full length work pants, steel toed safety shoes.

OSHA approved fall protect when working above six (6) feet above grade.

Attachment A-1 Design Criteria for two (2) minimum 1,750 square foot residences to be used as a teacherages

- Single-Family residences are to be placed on lots located at 2911 County Road H, Lamesa, Texas (to the east of the two existing teacherages as shown in BLACK in Attachment A-2).
- Minimum 1,750 square feet of livable space
- Built on pier and beam footings
- Three bedrooms (including Master bedroom)
- Two full baths (including Master bath)
- 100 percent brick exterior to match the neighboring dwellings' brick exterior
- Front Porch
- Back Patio
- All appliances to be included in price, except kitchen refrigerator
- Back yard fence (with back gate and one side gate) same material and design as surrounding houses
- Comply with International Building Code, as amended or replaced
- Payment Bond and Performance Bonds
- Total Project Budget (for two residences): **\$500,000.00** (total cost for all construction, design, testing services, and appliances)
- Contractor must pay the general prevailing daily wage rate for workers in compliance with Texas Government Code 2258

Attachment A-2 Site Drawing



V. APPENDIX B SUBMITTAL FORMS AND INFORMATION

Attachment B-1 Qualifications Acknowledgement Form

Subm	nitted by	y:
Date:		Phone No:
To:	Steve	e McLaren, Superintendent
By te	ndering	this response, the undersigned acknowledges and agrees to the following:
	1. 2. 3.	Receipt of this Request for Statement of Qualifications, Appendices and Attachments. To hold open this response for a period of 30 (thirty) days following its submission. To accept the right of the Owner to reject any and all responses to the Request for Statements of Qualifications, to waive formalities and to accept the response the Owner
	4.	considers most advantageous. To enter into a contract with the Owner for "design-build" services as specified in the Request for Statement of Qualifications and the response to the Request for Statement of Qualifications.
	5.	By signing, the undersigned affirms that, to the best of his knowledge, the response to the Request for Statement of 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.
——Autho	orized S	Signature
 Title		
Name	e of Cor	ntracting Firm
Addre	ess	
Telep	hone	

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. Definitions:

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

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

Persons providing services on the project ("subcontractor" in §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 codes and payroll amounts and filing 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 awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

- (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 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 Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, 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 of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor:

28 TAC 110.110(i)

Attachment B-3 Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ					
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY					
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received					
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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.						
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.						
Name of vendor who has a business relationship with local governmental entity.						
Check this box if you are filling an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which					
Name of local government officer about whom the information is being disclosed.						
Name of Officer						
Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?						
Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.						
Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(B), excluding gifts described in Sect						
Signature of vendor doing business with the governmental entity	Date					

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015