



FANNIN COUNTY, TEXAS



TEXAS HISTORICAL COMMISSION
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REQUEST FOR PROPOSALS

#2019-03

CONSTRUCTION MANAGEMENT AGENT SERVICES FANNIN COUNTY COURTHOUSE INTERIOR & EXTERIOR RESTORATION

DEADLINE: November 27, 2018 at 2:00pm CST

FANNIN COUNTY PURCHASING
200 EAST 1ST STREET
BONHAM, TEXAS 75418

CONTACT:
Fannin County Purchasing
(903) 583-0054
fcch@fanninco.net

Request for Proposal for Construction Management Services

1. Purpose & Scope of Work

Fannin County (COUNTY) is soliciting Construction Management Agent of the Owner (CMA) proposals for the Fannin County Courthouse Interior & Exterior Restoration project (RFP #2018-03) located in Bonham, TX. Scope includes restoration of historic site, restoration and reconstruction of exterior masonry, tower and roof reconstruction, integration of new mechanical / plumbing / electrical / AV / IT / security systems, ADA upgrades, complete finish out and restoration of interior. The estimated completion date of the Project is 600 calendar days from the date of issuance of the Notice to Proceed under the Contract for Work. The estimated construction budget for the restoration Project is \$14,500,000.00.

Selection will be based on the Offeror that submits the proposal that offers the best value for the COUNTY based on: (1) the selection criteria and the weighted value for those criteria in this request for proposal (RFP); and (2) the County's ranking evaluation.

The services requested will be for pre-construction services and construction services as detailed below:

- Develop detailed cost estimate based on architectural design documents.
- Assist and manage team meetings with the Owner, Architect and subcontractors.
- Prepare a detailed project schedule and staging.
- Work with County and Architect on value engineering options if needed.
- Provide constructability reviews
- Provide services to the County that include the advertising of the request for bids, securing bids, analyzing bid results, and furnishing recommendations on award of contracts that are pursuant to State of Texas Statutes – Local Government Code 262 and Government Code 2269.
- Provide comprehensive construction phase administration which would include on-going full-time supervision, project management and inspection of work, scheduling of required testing services, review shop drawings, preparation of change orders and contractor payment estimates, final inspection, and submitting project closeout documents.
- The Construction Manager will not be allowed to “self-perform” any divisions of the work.
- The Construction Manager will not be allowed to bid any divisions of the work.

- Perform all other related work as required by the County.

2. Proposed Schedule

RFP for Construction Manager Services released	11/06/18
Courthouse Tour	11/13/18
Deadline for Submission of Proposals	11/27/18
Interviews	12/03/18
Commissioner Court approval	12/11/18
Pre-Construction Services begin	12/17/18
Anticipated Construction Start Date	03/01/19

COUNTY reserves the right to change the dates in the Proposed Schedule listed above upon notification on the COUNTY website. It is the responsibility of interested parties to periodically review the COUNTY website for updates to the RFP prior to submitting Proposals.

3. Responses to Solicitation

- Courthouse Tour will be held on Tuesday, November 13, 2018 at 1:30pm CST at the existing building at 101 E. Sam Rayburn Drive, Bonham, TX 75418. Although the Conference is not mandatory, Contractors are strongly encouraged to attend.
- Submission of Proposals: Interested parties are instructed to carefully examine this entire RFP. Firms interested in providing services for this Project must provide written statements of proposals in accordance with this solicitation.
- Deadline: Completed submissions must be received no later than Tuesday, November 27, 2018 at 2:00pm (CST). The COUNTY will not accept late submissions. Proposals must be delivered to the following address:

Via UPS, FedEx, Courier, or hand delivery:

Via USPS:

Fannin County Judge Creta L. Carter II
Attn: Fannin County Purchasing
200 East 1st Street
Bonham, TX 75418
903-583-0054

Fannin County Judge Creta L. Carter II
Attn: Fannin County Purchasing
101 E. Sam Rayburn Drive
Bonham, TX 75418

- All proposals must be submitted in an opaque, sealed envelope. The name of the Offeror and the words Proposal for RFP for the Courthouse Restoration Project must appear conspicuously on the face of the envelope.
- Proposal opening: Proposals will be publicly opened on November 27, 2018 at 2:00pm CST at address above.

- f. The County reserves the right to reject any and all proposals, to modify, reschedule or cancel this RFP at any time prior to the submission deadline, and to waive irregularities or informalities in the responses and submission.
- g. Following is criteria to include within your proposal response:

FIRM PROFILE

- List company name and address.
- How many years has your company provided professional construction management services?
- What other services does your firm presently provide beside professional construction management?

PROFESSIONAL ORGANIZATION

- How many people are employed by your organization?
- List the project team which will service the project and provide an organizational chart of those who will be involved in the project.
- Describe the role of each person proposed for this project and their experience in this type of project.
- Proposed superintendent, managers, and staff may be changed only with the express prior written permission of the County. However, the County retains the right to approve or reject replacements.

PROJECT EXPERIENCE

- List your experience providing Construction Management services for similar building facilities in your region.
- List five (5) government entities references including name, title, project, phone and email addresses.
- Based on your professional organization, can you manage the project proposed by the County?

CONSTRUCTION MANAGEMENT APPROACH

- How do you propose to manage the following:
 - a. Cost estimating and cost control.
 - b. Project scheduling.
 - c. Coordination with other consultants and Architect.
 - d. Procurement of bids for construction.
 - e. Project supervision and management.
 - f. Communications with the County, Architect and THC.

WORK LOAD

- List your firm's current construction management projects including type of project, location, size, and anticipated completion date.

COMPENSATION PROPOSAL

- Preconstruction Service Fee: includes cost estimating, value engineering, constructability reviews, preliminary construction schedule and staging, and other related preconstruction services.
- Construction Services Fee (%): includes project manager, project superintendent, clerical costs, vehicle expenses for staff, construction administration tasks, closeout documents. Corporate wide costs (safety programs, QC programs, scheduling, etc.) should be included in fee %.

General Conditions will be included in construction contracts and not CMA Construction Services Fee %. Listed below is a list of General Condition items:

- General Job Expenses: field office supplies, postage, computers, job phones, furniture, printers, copiers, etc.
- Unincorporated Job Cost: progress photos, travel expenses, printing, etc.
- Job Site Safety: temporary guardrails, steps, ladders, cable protection, temporary fire protection, hard hats, etc.
- Temporary Protection: doors, partitions, closures, etc.
- Clean-Up: general clean-up, final building clean-up, dumpsters, dump fees, etc.
- Insurance and Fees: liability, normal auto and jobsite related insurance workers comp, builder's risk, permits and fees.
- Bonds: contractor bonds

In general, all Materials, Labor, and Equipment that is incorporated into the work or is required to facilitate incorporation into the work shall be cost of the work and not General Conditions. CMA expenses shall be limited by those categories above.

4. Selection Process

A Selection Committee comprised of representatives of the COUNTY and Architect will review and evaluate the responses to this RFP, score the Proposals based on the scores received, and make a recommendation for selection to the County Commissioners Court. The Commissioners Court will make the final decision on the selection of the Offeror who provides the best value. The COUNTY shall select the Offeror which, in the determination of the Commissioners Court, has submitted the proposal that offers the best value for the COUNTY based on: (1) the selection criteria in this RFP, and the scores received, and (2) the COUNTY'S ranking evaluation.

COUNTY reserves the right to interview Offerors, and to contact any individual, agencies or employers listed in a submittal, to contact others who may have experience and/or knowledge of the Offeror's relevant performance and/or qualifications; and to request additional information from any and all Offerors.

The COUNTY reserves the right to conduct a review of records, systems, procedures, etc., of any entity selected for award. This may occur prior to, or subsequent to the award of the Contract. Material misrepresentation of the Offeror's ability to perform as stated in the Statement of Proposals may result in cancellation of the Contract.

Statements of Proposals that do not meet the requirements outlined in this RFP may be deemed non-responsive by the Selection Committee.

5. Selection Criteria

The Selection Committee, in their deliberations, will consider the following factors using the evaluation rating system shown below. Submittals will be evaluated and ranked according to points received:

a. Firm Profile	15 points
b. Professional Organization	15 points
c. Project Experience & References	15 points
d. Construction Management Approach	15 points
e. Preconstruction Services Fee	20 points
f. Construction Services Fee %	20 points
TOTAL POINTS POSSIBLE =	100

6. Statement of Proposal Contents

Submittals shall include the following:

- a. **Pursuant to Government Code 2252.908 in regards to HB 1295**

Filing of application of Certificate of Interested Parties (Form 1295) shall be completed and included in within bid package or said bid shall not be considered. Below is the link to the State of Texas Ethics Commission Form 1295 Certificate of Interested Parties Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

b. Pursuant to Amended Texas Government Code Chapter 2270 in regards to HB 89, effective September 1, 2017 (Attachment A)

Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a county) may not enter a contract with a company for goods and services unless contract contains written verification from the company that: (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. **Therefore the included House Bill 89 Verification shall be included within bid package or said bid shall not be considered.**

c. Residence Certification / Tax Form (Attachment B)

Each Offeror must complete Attachment E – Residence Certification / Tax Form.

d. Proof of Insurance (Attachment C and D)

Each Offeror should include current and valid proofs of insurance. Insurance certificates showing the Offeror's EXISTING insurance coverage should be provided with the Proposal as described in Attachment F. Attachment F also sets out the insurance that the selected Offeror will be required to maintain, and to require its subcontractors to maintain, under the Construction Contract. Attachment G sets out the legal requirements for Workers Compensation Insurance Coverage applicable to this Project.

e. Conflict of Interest/Disclosures (Attachment E)

In submitting a proposal, each Offeror represents and warrants to the COUNTY that Offeror and its employees, agents and representatives have no actual or potential conflicts of interest in providing services to the COUNTY under this RFP and that the provision of services under this RFP would not create an appearance of impropriety.

Each Offeror represents and warrants that it has a duty if awarded the Contract to immediately advise the COUNTY once it becomes aware that any of the representations and warranties made pursuant to this RFP are no longer accurate.

7. Professional Standards

Contractor will use its best efforts, skill, judgment, and abilities to perform the Work and services and to further the interests of COUNTY. All work performed in connection with the contract shall be performed in a good and workmanlike manner, in accordance with the plans and specifications, the COUNTY'S requirements and procedures, and in compliance with all applicable national, federal, state, and municipal, laws, regulations, codes, ordinances and orders (collectively, the "Applicable Laws").

8. Completion of Responses

- a. Information presented in the Proposals will be used to evaluate the professional qualifications of the Offerors and to determine the Offeror which will be selected by the COUNTY.
- b. Responses shall be completed in accordance with the requirements of this RFP. Statements made by an Offeror shall be without ambiguity and with adequate elaboration where necessary for clear understanding.

9. Withdrawal of Proposals

An authorized representative of the Offeror may withdraw their Proposal at any time prior to the RFP submission deadline.

10. Assignment

The selected Offeror may not assign its rights or duties under an award of the contract and may not assign its obligations under the Contract.

11. Errors or Omissions

Offerors will not be allowed to rely on any errors or omissions in this RFP. Where errors or omissions appear in this RFP, the Offeror shall promptly notify the COUNTY in writing of the error or omission it discovers. Any errors, omissions or inconsistencies in this RFP that would have a material adverse effect on the Project must be reported to the COUNTY no later than seven (7) calendar days prior to the published submission deadline.

12. Right to Assurance

After the award of the Contract, whenever the COUNTY has reason to question the Offerors intent to perform, the COUNTY may demand that the Offeror give written assurance of Offeror's intent to perform. In the event a demand is made, and no assurance is given within seven (7) calendar days, the COUNTY may treat this failure as an anticipatory repudiation of the contract.

13. 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. No change order shall be valid or enforceable unless it is in writing and approved by the Commissioners Court, and signed by the COUNTY and the Offeror.

14. Venue

The RFP and any resulting contract will be governed by and construed according to the laws of the State of Texas. Venue for any claim or dispute arising in connection with this RFP shall lie exclusively in courts of competent jurisdiction in Fannin County, Texas.

15. Acceptance of Evaluation Methodology and Waiver of Claims

By submitting a Proposal in response to this RFP, each Offeror accepts the evaluation process utilized by the COUNTY, and acknowledges and accepts that the determination of the Offeror that offers the "best value" will require subjective judgments by the Selection Committee, the COUNTY'S personnel and the Commissioners Court. Each Offeror further acknowledges that evaluations are required to be made public in accordance with Applicable Law. **BY SUBMITTING A PROPOSAL TO THE RFP, THE OFFEROR AGREES THAT IT WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY, THE MEMBERS OF THE SELECTION COMMITTEE, THE COUNTY'S EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE COUNTY JUDGE AND THE COUNTY COMMISSIONERS IN CONNECTION WITH OR ARISING OUT OF THIS RFP, INCLUDING THE ADMINISTRATION OF THE RFP, THE BASIS FOR SELECTION, AND ANY DISCLOSURE OF INFORMATION REGARDING THE OFFERORS OR EVALUATION.**

The fee proposal is to be presented in your response to this Request for Proposal. Please document any qualifications or special conditions affecting your fee proposal.

Submit no later than Tuesday, November 27, 2018 at 2:00pm. Please provide **6** written copies that shall include one original with each proposal labeled "Proposal for Construction Management Agent Services".

Fannin County will not reimburse any cost incurred in preparing or delivering proposals or for the costs incurred in preparing for any subsequent presentation to the Fannin County Commissioners Court.

Information supplied in response to this Request for Proposal becomes the property of the county and will not be returned.

Fannin County reserves the right to request additional information from any applicant to qualify or disqualify applicants, to reject any or all proposals, to waive any irregularities in any proposal should it be in the best interest of the County, to select the proposal that is in the best interest of the County and not necessarily the lowest cost proposal, and to cancel the Request for Proposal at any time.

Direct all questions to Jill Holmes, Fannin County Courthouse Restoration Bid Processing and Procurement Advisor at fcch@fanninco.net.

The undersigned, by his/her signature, represents that he/she is authorized to bind the Proposer to fully comply with the terms and conditions of this Request for Proposal, including all forms and attachments included and/or referenced herein, if accepted within forty-five (45) calendar days after Solicitation closing. Additionally, the Offeror has received the Addenda to this RFP, specifically, Addenda No.(s):_

Firm Name: _____
Address: _____
City: _____
State: _____ Zip: _____

Telephone: _____
Or: _____
Fax: _____
Web Address: _____
Email: _____
Date: _____

(Signature of Person Authorized to Sign Proposal)

Printed Name: _____

Title: _____



FANNIN COUNTY

RFP #2019-03

COVER SHEET

COMPANY NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____

TELEPHONE: _____

REPRESENTATIVE NAME (PRINT): _____

Please agree to the following below:

I, _____, an authorized representative of the firm indicated above, have reviewed and understand the Fannin County's RFP for Construction Services to perform the Work specified in the Contract Documents.

Signature

Date

COMPENSATION PROPOSAL:

PRE-CONSTRUCTION SERVICE FEE \$ _____

CONSTRUCTION SERVICES FEE % _____

ATTACHMENT A



House Bill 89 VERIFICATION

I, _____, the undersigned representative of

_____ Company or Business name

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with Fannin County.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

ATTACHMENT B



FANNIN COUNTY

RFP #2019-03

RESIDENCE CERTIFICATION / TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, the COUNTY requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- ☐ I certify that _____ is a Resident Bidder of Texas as defined in
(Company Name) Government Code §2252.001
- ☐ I certify that _____ is a Nonresident Bidder of Texas as defined in
(Company Name) Government Code §2252.001 and our principal
place of business is in _____
(City and State)

TAXPAYER IDENTIFICATION NUMBER (T.I.N.): _____

COMPANY NAME SUBMITTING BID PROPOSAL: _____

ADDRESS: _____

SIGNATURE: _____

ATTACHMENT C



FANNIN COUNTY

RFP #2019-03

INSURANCE REQUIREMENTS

A. Certificate of Insurance Showing Offeror's Existing Coverage

The Offeror must include with its Proposal an insurance certificate in Acord form showing the insurance which the Offeror currently maintains.

B. Insurance which will be Required under the Construction Contract.

The following insurance requirements which will be set out in the Construction Contract. The selected Offeror must provide, at a minimum, the insurance required below. The selected Offeror must provide a certificate of insurance no later than 10 days after the construction contract is signed, as evidence that the required coverage has been obtained, and must provide the proof that subcontractors have obtained Workers Compensation Insurance as described in Attachment G.

(1) General Requirements.

Contractor shall carry insurance in the types and amounts indicated below for the duration of the Contract, (or such longer period as may be stated below) which coverage shall extend to, and include, items owned by Owner in the care, custody and control of Contractor prior to and during construction and warranty period.

Contractor must complete and forward the Certificate of Insurance to Owner no later than 10 days after the Contract is executed, and before any Work is performed on Owner's Property, as verification that the required coverage has been obtained. Contractor shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by Owner. Approval of insurance by Owner shall not relieve or decrease the liability of Contractor hereunder and shall not be construed to be a limitation of liability on the part of Contractor. Contractor must also complete and forward the Certificate of Insurance to Owner whenever a previously identified policy period has expired, or Contractor obtains insurance through a new insurer, as verification of continuing coverage.

Contractor's insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of A VII or better.

All endorsements naming the Owner as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall show the following contact information and address for the Owner:

Fannin County, Texas
Attn.: Purchasing Agent
200 East 1st Street
Bonham, TX 75418
Phone (903) 583-0054

The "other" insurance clause shall not apply to the Owner where the Owner is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both Owner and Contractor, shall be considered primary coverage as applicable.

If insurance policies are not written for amounts specified below, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

Owner shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

Owner reserves the right to review the insurance requirements set forth during the effective period of this Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by Owner based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as Contractor. Provided, however, in event of any such adjustments by Owner, Contractor shall be entitled to a Change Order for any increased costs Contractor incurs as a result of such adjustments.

Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

Contractor shall be responsible for premiums and deductibles stated in policies. All deductibles shall be disclosed to Owner upon request.

Contractor shall provide Owner thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

If Owner owned property is being transported or stored off-site by Contractor, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect Owner's property.

The insurance coverages required under this Contract are required minimums and are not intended to limit the responsibility or liability of Contractor.

- (2) **Business Automobile Liability Insurance.** Provide coverage for all owned, non-owned and hired vehicles. The policy shall contain the following endorsements in favor of Owner or such alternate endorsement designations as Owner may hereafter specify:

- a) Waiver of Subrogation endorsement TE 2046A or its equivalent;
- b) 30 day Notice of Cancellation endorsement TE 0202A or its equivalent; and
- c) Additional Insured endorsement TE 9901 B or its equivalent.

Provide coverage in the following types and amounts:

A minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage.

- (3) **Workers' Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401). The Certificate of Insurance must be presented as evidence of coverage for Contractor. Contractor's policy shall apply to the State of Texas and include these endorsements or their equivalents in favor of Owner:

- a) Waiver of Subrogation, form WC 420304; and
- b) 30 day Notice of Cancellation, form WC420601.

The minimum policy limits for Employers' Liability Insurance coverage shall be as follows:

\$500,000 bodily injury per accident, \$500,000 bodily injury by disease policy limit and \$500,000 bodily injury by disease each employee.

- (4) **Commercial General Liability Insurance.** The Policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract and all contracts relative to this Project.
- b) Completed Operations/Products Liability for the duration of the warranty period.
- c) Explosion, Collapse and Underground (X, C & U) coverage.
- d) Independent Contractors coverage.
- e) Aggregate limits of insurance per project, endorsement CG 2503.
- f) Owner shall be listed as an Additional Insured, endorsement CG 2010 10 11 (or its equivalent) on a primary and non-contributory basis.
- g) 30-day notice of cancellation in favor of Owner, endorsement CG 0205.
- h) Waiver of Transfer of Recovery Against Others in favor of Owner, endorsement CG 2404.
- i) Coverage shall not include any endorsements or policy language excluding or limiting Products/ Completed Operations coverage, Contractual or Cross Liability.

Continuous coverage must be maintained for the duration of this Contract and for not less than thirty-six (36) months following substantial completion of the Project.

Provide coverages A&B with minimum limits as follows:

A combined bodily injury and property damage limit of \$2,000,000 per occurrence.

Per Occurrence Limit shall be at least \$ 1,000,000.

General & Products/Completed Operations Aggregate Limit shall be at least \$2,000,000.

- (5) **Builders' Risk Insurance.** Coverage shall be in the contract amount and coverage shall continue until the Work is accepted by Owner. Owner shall be a loss payee on the policy. If off site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored. The insurance shall include coverage for loss of use of Owner's property due to fire or other hazards covered by such insurance.
- (6) **Umbrella Excess Liability Coverage** in an amount of not less than Two Million Dollars (\$2,000,000), combined single limit bodily injury/property damage with coverage to be in excess of the employer's liability, commercial general liability, and automobile liability insurance required above for each occurrence and in the aggregate. Owner shall be listed as an additional insured. A waiver of subrogation endorsement shall be obtained in favor of Owner, and a 30 day notice of cancellation endorsement in favor of the Owner.

Subcontractor Insurance Requirements:

Contractor shall require its Subcontractors to maintain (i) commercially reasonable liability insurance coverage in accordance with requirements established by Contractor with waiver of subrogation endorsements in favor of Owner and Contractor; and (ii) worker's compensation and employer's liability insurance meeting, at a minimum, the same requirements identified in (3) above.

ATTACHMENT D



TEXAS HISTORICAL COMMISSION
real places telling real stories

FANNIN COUNTY

RFP #2019-03

TWCC RULE 110.110 - WORKERS' COMPENSATION INSURANCE COVERAGE

If this bid proposal package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the:

Texas Workers' Compensation Commission
Southfield Building
400 S. IH-35
Austin, TX 78704-7491
(512) 440-3618

A. Definitions:

Certificate of coverage ("Certificate"):

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

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, 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 (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate 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 (1) year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - (1) Provide coverage, based on 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 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 coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:

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

- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

ATTACHMENT E



AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, ANTI-LOBBYING

By submission of this response, the undersigned certifies that:

1. Neither the Respondent nor any of its officers, partner, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Respondent or potential Respondent or given any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached response or the response of any other Respondent, and further states that no such money or other reward will be hereinafter paid.
2. No attempt has been or will be made by this firm's officers, employees, or agents to lobby, directly or indirectly, the District's Board of Trustees between response submission date and award by the District's Board of Trustees.
3. No officer, or stockholder of Respondent is a member of the staff, or related to any employee of the Whitney Independent School District except as noted below:

The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the Respondent as well as to any person signing on it's behalf.

Signature of Authorized Official: _____

Printed Name: _____

Title: _____

Date: _____

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