



CITY OF DENISON, TEXAS

CONSTRUCTION OF FIRE STATION NO. 4 AND REMODEL OF FIRE STATION NO. 1

RFQ 2025-FS4-A

REQUEST FOR STATEMENTS OF QUALIFICATIONS  
FOR  
ARCHITECTURAL DESIGN AND  
SERVICES FOR CMAR PROJECT

## **Article I. GENERAL INFORMATION.**

**1.1 Request for Qualifications.** The City of Denison, Texas (Denison) is soliciting submissions from qualified architectural firms (“Firm” or “Respondent”) for design and services related to a construction manager at risk (“CMAR”) contract with the successful CMAR in connection with the following architectural design and construction project:

- Design and renovation of an existing 12,000sf Fire Station, and
- Design and construction of a new Fire Station No. 4 (together, the “Projects”).

The construction delivery method for the Project shall be Request for Proposals for Construction Manager at Risk, one-step method.

The Project will include architectural design typical to a Fire Station generally described as follows:

### **Station 4 New Construction Anticipated Requirements**

#### **1. Bay Area**

- 4 drive-thru bays for apparatus, boats, additional trucks, etc.
- Ample room for pulling apparatus in and ability to walk between apparatus
- Climate-controlled bunker room with exhaust system
- Cascade room/bunker gear extractor
- Tool room
- Sufficient storage space to accommodate both our special team’s/dive team’s gear
- Exhaust system for apparatus in the bay
- Accordion doors at the front; regular doors in the back
- Gates to go over the bay doors to allow a breeze
- Ample storage

#### **2. Dayroom**

- Seating for 8

#### **3. Kitchen**

- 3 individual pantries for each shift/with locking doors for food items and refrigerator
- Dining area for meals
- Bar seating to provide additional eating space
- Commercial grade stove with griddle

#### **4. Fitness Room**

## **5. Bedrooms**

- 1 Officer's suite with bedroom, bathroom, and office space
- Total of 8 bedrooms for personnel and extra staff when needed
- Enough storage space for 3 firefighters in each room
- Desk area in the bedrooms

## **6. Restrooms**

- Men's locker room
- Smaller locker room to accommodate women

## **7. Laundry Room**

## **8. Janitorial Supply Room**

## **9. Public Vestibule**

- Access controlled entryway for public access
- Accessible restroom for public use

## **10. Watch Office/Computer Room**

- Equipped with 3 computers

## **11. EMS Supply Room**

- Climate-controlled storage for EMS supplies

## **12. Outdoor Area**

- With gas grill

## **13. Secured Fenced-in Parking**

## **14. Police Department Area**

- Bathrooms
- Breakroom
- Work area

## **Station 1 Remodel Anticipated Requirements**

### **Station 1 Layout Overview**

Station 1 currently is approx. 12,000 sq. ft. and sits on .45 acre.

The interior design will have same features as Station 4, with the addition of the following features:

#### **1. Classroom**

#### **2. Upstairs Administrative Area**

- 11 offices, including the Chief's office attached to the conference room
- Open cubicle workspace

- Conference room
- Kitchen area

**1.2 Project Manager/Restriction on Communication.** Denison designates the following person as its Representative and Project Manager for this Request for Qualifications (“RFQ”):

Kenneth Jacks, Fire Chief  
City of Denison  
500 W. Chestnut Street  
Denison, TX 75020  
kjacks@denisontx.gov

**Respondents shall direct all questions regarding this RFQ and the Project, in writing, solely to the Project Manager specified above. Telephone inquiries shall not be entertained. Respondents shall not contact members of the City Council or employees of the City of Denison. Should a Respondent contact a member of the City Council or employee of the City of Denison after issuance of the RFQ and before selection is made, in the Respondent’s submission may be disqualified.**

#### **Article II. SCOPE OF SERVICES**

- 2.1** The City of Denison desires to enter into contracts with the most qualified architect or architectural firm to act as the lead architect for both components of the Project, providing Project consultation, preparation of design documents (including cost estimation), and construction administration.
- 2.2** During the Project Consultation phase, a representative of the Firm shall attend all preliminary design meetings with the Project Manager, City of Denison representatives, the CMAR, once selected, and stakeholders to understand and confirm the Project objectives, Project timelines, a schedule for Project deliverables and a preliminary probable cost of work for the Project.
- 2.3** During the Preparation of Design Documents phase, the Firm shall perform services including preparation of construction documents for the Project and assistance to the City in preparation of request for proposals that includes construction documents, selection criteria, and the weighted value for each criterion, estimated budget, project scope, estimated project completion date, and other information that may be required for a contractor to respond to the request, coordinating such work with the Project Manager.
- 2.4** During the construction phase, the Firm shall perform services including viewing each shop drawing, sample or submittal by a contractor submittals, drawings, and samples;

preparing and reviewing changes to plans and specifications; visiting the construction site at intervals appropriate to the stage of construction to observe; identifying any defects and deficiencies in the construction; determining generally whether the construction is being performed in a manner indicating that the Project, when fully completed, will be in accordance with the architectural plans and specifications; and notifying the City of Denison, in writing, with any substantial deviations from the plans and specifications that may prevent the Project from being occupied or utilized for its intended use.

**Article III. QUALIFICATIONS.**

**3.1 Required Qualifications.** Firms submitting responses to the RFQ shall be represented by a professional Architect licensed to practice in the State of Texas and able to provide a professional Architect to attend meetings of any official nature concerning the Project, including but not limited to scope meetings, review meetings and other meetings as may be needed for the Project.

**3.2 Selection Criteria and Weights.** Evaluation shall be based on the Respondent’s submission provided in response to this RFQ. Within 15 days after the Deadline for Submissions, the City of Denison’s Evaluation Committees shall evaluate the submitted Proposals and rank completed submissions based on the following evaluation criteria and weights:

<b>1</b>	<b>Qualifications, Team, and Experience.</b> Demonstrated Firm experience in functional design of high quality and cost-effective new construction, and remodeling with specific design experience in new construction and remodeling of emergency responder facilities. Strong background in contract administration, cost estimation, obtaining necessary permits, coordination with state and federal resource agencies and public involvement.	<b>60 Points</b>
<b>2</b>	<b>Commitment to the Project, Success of the City of Denison’s Project and Availability.</b> The Firm’s overall plan for allocating personnel resources to the Project, including lead personnel and subconsultants to see the Project through to completion. Demonstrated availability of time to devote to the City of Denison’s Project, given current commitments of the Firm.	<b>20 Points</b>

<b>3</b>	<b>Project Approach and Resources.</b> Strong team work ethic and cooperation both within the Firm and outside of the Firm with contractors, consultants, and City of Denison. A proven Firm and/or team capable of providing creative, functional, flexible, and technologically sound design solutions with an economy of means and within the Project budget. Capability of the Firm in the areas of support personnel, technical staff and the spectrum of architectural services to be offered to the City of Denison. The Firm’s overall plan for meeting the City of Denison’s needs and requirements, architectural management ability, and demonstrated ability to effectively serve its clients on prior projects.	<b>20 Points</b>
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**Article IV. FORM AND SUBMISSION OF RESPONSE.**

- 4.1.** Submissions shall be submitted in sealed opaque envelopes plainly marked: **“RFQ-2025-FS4-A Architectural Services: Design and Construction Administration for City of Denison’s Renovation/Extension of Fire Station and Additional PEMB for Public Works”** and shall bear the name and address of the Respondent. Submissions shall be received at the following Designated Location:

**Christine Wallentine, City Clerk**

**City of Denison**

**300 W. Main St.**

**Denison, Texas 75020**

**Submissions are due no later than 3:00pm Tuesday, April 8, 2025.**

Submissions submitted prior to the above time and date may be modified provided such modifications are sealed and received at the Designated Location prior to the Deadline for Submissions. Submissions received after the Deadline for Submissions shall NOT be accepted and shall be returned unopened to the Respondent.

- 4.2.** Submissions 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 quality, completeness, clarity of content, responsiveness to the requirements, and understanding of the City of Denison’s needs
- 4.3.** Respondents are expected to examine this RFQ carefully and understand the terms and conditions for providing the services listed herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THE ITEMS REQUIRED HEREIN MAY RESULT IN THE RESPONDENT’S SUBMISSION BEING DEEMED NON-RESPONSIVE AND THEREFORE**

DISQUALIFIED FROM CONSIDERATION.

**4.4** The Submissions shall include all of the items described in Subsections 4.4.1 through 4.4.12, below, and shall be submitted in the order set forth below. Each section shall be separated by a tab or divider.

**4.4.1 COVER LETTER.** The Firm shall submit a cover letter, prepared on the letterhead of the Respondent, which provides: the legal name of the Firm, as listed with the Secretary of State, the County Assumed Name Records or other records; the name of the principal contact person authorized to commit the Respondent to a contractual agreement (including that person's address, telephone number, and email address); and a statement of interest in the Project.

**4.4.2 ARCHITECT'S QUALIFICATIONS STATEMENT.** The Firm shall submit a completed copy of Architect's Qualifications Statement, AIA Document B305– 2021 Edition.

1. Section 4 shall list the names and qualifications of consultants proposed for the Project.

2. Section 6 shall list:

- all relevant facilities on which Architect performed design services in the last five (5) years and the name and phone number of the owner's representative, and
- All projects of any type currently in progress and the name and phone number of the owner's representative.

**4.4.3 COMMITMENT AND AVAILABILITY [20 Points].** The Firm shall submit:

1. A summary of the relevant characteristics that distinguish the Respondent in its ability to provide the services requested by the City of Denison;
2. A statement on the availability and commitment of the Firm to the Project, including attendance and active participation in required monthly Project meetings through design, and bi-weekly Project meetings through construction, unless more frequent meetings are necessary;
3. A list of the principal(s), professionals and subconsultants to be assigned to undertake the Project, describing their respective roles and the location of the office out of which the work will be primarily handled;
4. A list of all projects on which Respondent is currently engaged and the impact

those projects may have on the staffing required on the Project;

5. A description of the reporting responsibilities of the team members and how the Firm will interface with City of Denison Staff and Project Manager; and
6. A statement that proposed staff will be utilized on the Project in the positions proposed without substitution.

**4.4.4 QUALIFICATIONS, TEAM, AND EXPERIENCE [60 Points].** The Firm shall submit:

1. A description of the Firm's background and experience in planning, design and administration of Fire Station projects similar to the Project proposed herein and past experience with design of such, and an overview of the services the Firm proposes to provide the City of Denison which address the Project specified;
2. An organizational chart and summary resumes of not more than one page per person on the capabilities, relevant experience, qualifications of the Firm management and each team member who would handle any of the requested services for the City of Denison. Biographies should include the team member's name, title, and education, a brief overview of professional experience and licensure information, if any;
3. A description of qualifications for subconsultants the Firm proposes to use on the Project, including the location of their offices, capabilities, experience, qualifications of management and team member(s) who will work directly on the Project, including name, title, and education, a brief overview of professional experience and licensure information; and
4. A description of three emergency responder projects of similar size and scope to the Fire Station No. 4 new construction portion of the Project and A description of three emergency responder projects of similar size and scope to the Fire Station No. 1 remodel portion of the Project, on which the Firm acted as the design architect and provided project administration, on which the Firm is currently working or has completed in the last five years. For each, provide the following:
  - a. Project name and location;
  - b. Services provided;
  - c. Date of completion or project status;
  - d. Original budget and actual project costs for the project – provide any relevant information regarding a discrepancy;
  - e. Whether the project was completed on schedule (if not, provide a detailed explanation of the reasons the project was not completed on

schedule);

- f. Client name, address and telephone number(s) for contact persons that may provide information regarding the quality of the Firm's service on the project and the Firm's qualifications.

**4.4.5. PROJECT APPROACH AND RESOURCES [20 Points]. The Firm shall submit:**

1. A description of the Firm's overall approach to project administration, how the Firm views its role in protecting the interests of the City of Denison, and an explanation of how this approach will benefit the City of Denison;
2. A description of the Firm's approach to working with a CMAR during projects of a similar size and scope as the Project, and what the Firm believes is the best use of an architect's professional expertise to compliment the CMAR's responsibilities;
3. A list of resources of the Firm that would be made available to the City of Denison that would distinguish the Firm as most qualified to perform the design, administration and closeout of the Projects; and
4. A draft schedule of deliverables/design documents based on the Firm's current workload and understanding of the Project parameters.

**4.4.6. CONTRACT FORM.** The Project shall be the *Standard Form of Agreement Between Owner and Architect (AIA Document B101-2017)* as amended by the City of Denison ("Architect Agreement"). The Architect shall provide administration of the contract between the City of Denison and the CMAR contractor, and of AIA Document A201™–2017, *General Conditions of the Contract for Construction*, as amended by the City of Denison (the "Construction Conditions"). The Firm shall delineate any comments on or requested changes to the Architect Agreement and Construction Conditions and shall include an explanation for the requested change. **Otherwise, the Firm shall be deemed to have accepted the form of the Architect Agreement and Construction Conditions by submission of its Submission, without exceptions noted.** The final Architect Agreement and Construction Conditions are subject to review and approval of the City of Denison legal counsel.

**4.4.7 CONFLICT OF INTEREST QUESTIONNAIRE.** Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City of Denison shall file a completed Conflict of Interest Questionnaire ("CIQ") with the City of

Denison. The CIQ required by Chapter 176 of the Texas Local Government Code is attached hereto as **RFQ Exhibit "A"** and shall be completed and submitted as part of Respondent's Submission. The Firm is encouraged to consult its own legal advisor for advice regarding the statute or CIQ.

**4.4.8 NON-COLLUSION AFFIDAVIT.** The Firm shall submit a completed, signed Non-Collusion Affidavit, attached hereto as **RFQ Exhibit "B"**.

**4.4.9 DISCLOSURE OF INTERESTED PARTIES – FORM 1295.** Texas Government Code, Section 2252.908 requires the Disclosure of Interested Parties, by a Contractor, using the form and procedure established by the Texas Ethics Commission ("Form 1295"), at the same time the Contractor submits the signed Contractor Agreement, if the contract award requires action or a vote by the City of Denison's City Council or the value of the contract awarded as a result of the solicitation is at least One Million Dollars (\$1,000,000.00). Form 1295 requires disclosure of any "interested party" to the contract of which the Contractor is aware and must be signed by an authorized agent of the Contractor, acknowledging that disclosure is made under oath and under penalty of perjury. The Firm shall electronically submit a Form 1295, attached hereto as **RFQ Exhibit "C."** By submission of its Submission, the Firm agrees that upon contract award and notification by the City of Denison of the applicability of this requirement, it will timely comply with the filing requirements set forth by the Commission and required by Section 2252.908 of the Texas Government Code. **Note:** The form attached as **RFQ Exhibit "C"** may only be filed electronically and is attached to this RFQ for reference only. The Firm is encouraged to consult its own legal advisor for advice regarding the statute or Form 1295.

**4.4.11. ACKNOWLEDGEMENT OF ADDENDA.** The Firm shall complete, sign and submit the Acknowledgement of Addenda Form, attached hereto as **RFQ Exhibit "D."** **This form is required ONLY if Addenda are issued in connection with this RFQ.**

**4.4.12. SIGNATURE PAGE.** The Firm shall complete, sign and submit Signature Page, attached hereto as **RFQ Exhibit "E."** The Signature Page shall be signed by a person, or persons, authorized to bind the Respondent. Responses signed by a person other than an officer of the company or partner of the Firm shall be accompanied by evidence of authority.

**4.5** Submissions may be withdrawn by written request that is received by the City of Denison prior to the time fixed for opening ("Withdrawal Letter"). To withdraw its Submission, the Firm shall submit two signed copies of the Withdrawal Letter to the City of Denison in a sealed opaque envelope labeled, "Withdrawal Letter."

- 4.6 No Submissions, or modification to Submissions, shall be made orally or by telephone, e-mail, or facsimile transmission.
- 4.7 The City of Denison reserves the right to request supplemental information of any Respondents to aid the City of Denison in the evaluation process.
- 4.8 Time is of the essence, and the award of the contract to the successful Respondent is expressly conditioned upon (i) the Respondent's execution and delivery of the contract and evidence of insurance, within 10 calendar days after the successful Respondent is notified of the acceptance of its post-selection price proposal; and (ii) the Respondent's timely fulfillment of all other preconditions expressly set forth in the contract. Should the Respondent fail to timely execute and deliver the Contract, evidence of insurance, or fail to timely fulfill any other such preconditions, the City of Denison may, at its option and discretion, rescind the contract award and thereafter negotiate with and award the contract to the next ranked Respondent. The City of Denison also may reject all Submissions. A list of the insurance requirements is attached at **Exhibit "F"**.
- 4.9 By submission of its Submission, the Respondent agrees to waive all rights to claims against the City of Denison, employees, agents, officials, successors, assigns, representatives of the City of Denison, for any damages whatsoever arising from the City of Denison's or any person's or committee's evaluation of the Respondent's Submission.
- 4.10 **Note: Texas Public Information Act:** The City of Denison is subject to and fully complies with the Texas Public Information Act. During the selection process, the Submissions submitted by Respondents are exempt from disclosure to the public under the Texas Public Information Act. The Submission will, however, upon the award of the contract, become public record subject to disclosure to any person who makes a proper request. Some of the information the Firm may provide in the Submission may contain commercial or financial information that are deemed privileged or confidential by statute or may be of a nature which may cause substantial competitive harm to the Firm if disclosed to a third party. The Firm may be entitled to protect this information at the time a request is made for disclosure; however, the Firm shall assure that this information, if included in the Submission, is marked as confidential prior to submission. Note that wholesale marking of the Firm's entire Submission as "Confidential" or "Proprietary" shall not be effective to protect information. In the event information from Respondent's Submission is requested, the City of Denison shall use its best efforts to notify the Respondent of such request but shall have no duty to assert any claim to the Attorney General regarding the Submission or parts thereof being subject to disclosure under the Act.

- 4.11** By submitting its Submission, Respondent certifies that it does not and shall not refuse to deal with, terminate business activities with, or otherwise take any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the country of Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, unless the action taken for ordinary business purposes.

**Article V. AWARD OF CONTRACT.**

- 5.1.** The City of Denison reserves the right to reject any or all Submissions. The City of Denison shall have no contractual obligations to any Respondent, nor will any Respondent have any property interest or other right in the contract until the contract is fully and unconditionally executed and delivered by all parties thereto, and all conditions to be fulfilled by the Respondent have either been so fulfilled by the Respondent or waived in writing by the City of Denison.
- 5.2** The process followed for evaluation and award of the contract shall be substantially as follows:
- 5.2.1 Step 1 of Evaluation - Submissions.** Within a reasonable time, not to exceed 25 days after the Deadline for Submission, a committee of the City of Denison representatives (the "Evaluation Committee"), shall evaluate each Submission submitted in relation to all criteria set out in this RFQ and rank the Submissions accordingly.
- 5.2.2 Step 2 of Evaluation – Interviews/Presentations.** Following the Evaluation Committee's ranking of the Submissions, the Evaluation Committee may interview two or more of the highest ranked Respondents prior to determining its final ranking of the Submissions. If the Evaluation Committee interviews a Respondent, that Respondent's Submission shall not be rescored by the Evaluation Committee, but the interviews may serve as a continuation of the Submission evaluation, considering the same criteria and weights published herein. Interviews shall be limited to 45 minutes per Respondent, consisting of presentation by Respondent of 20 to 25 minutes, describing the Firm's qualifications and the proposed approach to the Project. The remaining time shall be available for the Evaluation Committee to ask questions of the presenting Respondent. Following the interviews, if any, the Evaluation Committee shall rank each of the finalist Respondents in order of qualifications.
- 5.2.3** At the next regular or special called meeting of the City of Denison's City Council, the Evaluation Committee's rankings shall be submitted to the City Council for consideration.

**5.2.4** Utilizing the ranking as approved by the City Council , the City of Denison or its designee shall attempt to negotiate an agreement for a reasonable price with the first ranked Respondent. If the City of Denison is unable to negotiate a contract for a reasonable price with the first ranked Respondent, the City of Denison shall, formally and in writing, end negotiations with that Respondent and proceed to the next ranked Respondent in the order of the selection ranking, until a Contract agreement is reached or until all Submissions have been rejected.

**5.2.5** Upon reaching an agreement as to the terms of the contract with the selected Firm, the City of Denison will notify the selected Firm that is has been selected in writing (“Notice of Selection”),and within 10 days after Notice of Selection is received by the selected Firm, the selected Firm shall execute the negotiated contract with the City of Denison and furnish proof of insurance required by the contract, as provided in **Exhibit “F”**, in forms acceptable to the City of Denison.

**RFQ EXHIBIT A**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>	
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>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).</small></p> <p><small>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.</small></p> <p><small>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</small></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="padding: 2px;">OFFICE USE ONLY</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">Date Received</td> </tr> </tbody> </table>	OFFICE USE ONLY	Date Received
OFFICE USE ONLY			
Date Received			
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>			
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p><small>(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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</small></p>			
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p><small>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor 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.</small></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 vendor?</p> <p align="center"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>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 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 interest of one percent or more?</p> <p align="center"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>			
<p><b>4</b></p> <p align="center">_____</p> <p align="center">Signature of vendor doing business with the governmental entity</p>	<p align="center">_____</p> <p align="center">Date</p>		

Adopted 8/7/2015

**RFQ EXHIBIT B  
NON-COLLUSION STATEMENT**

\_\_\_\_\_, being first duly sworn, deposes and says this:

(1) He is \_\_\_\_\_ of \_\_\_\_\_  
(a partner or officer) (the firm of, etc.)

the Respondent who has submitted the attached Statement of Qualifications.

(2) He is fully informed respecting the preparation and contents of the attached Statement of Qualifications and of all pertinent circumstances respecting such Statement of Qualifications.

(3) That Statement of Qualifications is genuine and is not a collusive or sham response.

(4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with another Respondent, firm or person, to submit a collusive or sham. Response in connection with the Contract for which the attached Statement of Qualifications has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion, or communication or conferences, with any other Respondent, firm or person to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Denison or any person interested in the proposed contract; and,

(5) The price or prices which will be offered if selected as the successful Respondent in connection with this Request for Qualifications will be fair and proper and will not be tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Respondent's Business Name): \_\_\_\_\_

(Respondent's Representative Signature) \_\_\_\_\_

(Respondent's Representative Title) \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

## RFQ EXHIBIT C DISCLOSURE OF INTERESTED PARTIES

Under certain circumstances, the City of Denison is required to comply with Texas Government Code, Section 2252.908, Disclosure of Interested Parties. If the City of Denison is entering into a contract with a "business entity" (defined below) which requires action by the governing body or which has a value of the contract is at least \$1 million, Section 2252.908, requires City of Denison to obtain a Disclosure of Interested Parties Form 1295 from the contracting business entity that, at the time the contract is signed binding the parties. The form requires disclosure of each "interested party" to the contract of which the contracting business entity is aware, and must be signed by an authorized agent of the contracting business entity acknowledging that disclosure is made under oath and under penalty of perjury.

Since the Respondent qualifies as a "business entity" and the contract to be entered for this solicitation is for a value greater than \$1 Million or requires action or a vote by the governing body the selected Respondent will be required complete and submit Form 1295. **THE FORM MAY ONLY BE FILED ELECTRONICALLY.**

Form 1295 must be submitted on the form promulgated by the Texas Ethics Commission and in compliance with the Commission's rules, at the time the business entity submits the signed contract to the City of Denison. The form must be completed electronically and the process for doing so can be found at the Texas Ethics Commission website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The filing process will include:

1. **Completing Form 1295 electronically** with the Texas Ethics Commission using the online filing application. The portal for completion of Form 1295, instructions for completion and answers to Frequently Asked Questions can be found at the Texas Ethics Commission website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
2. **Printing a copy of the completed form** (make sure that it has a computer-generated certification number in the "Office Use Only" box)
3. Having an authorized agent of the business entity **sign the form before a notary public.**
4. **Submitting** the completed, signed and notarized Form 1295, showing the certification of filing with your signed contract.

The City of Denison will then acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract is executed by the City of Denison, binding all parties to the Contract. Within seven (7) business days after receiving acknowledgement from the City of Denison, the Texas Ethics Commission will post the completed Form 1295 to its website.

A copy of the current Form 1295 is attached hereto for your reference. You are encouraged to contact your own legal counsel with any questions you may have about the process.

The following **definitions** apply:

1. **"Business Entity"** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV'T CODE §2252.908(1).
2. **"Interested Party"** means a person:
  - a) who has a *controlling interest* in a Business Entity with whom the City of Denison contracts; or
  - b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the Business Entity. TEX. GOV'T CODE § 2252.908(3).
3. **"Controlling interest"** means:
  - a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
  - b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
  - c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
4. **"Intermediary"** means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
  - a) receives compensation from the business entity for the person's participation;
  - b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
  - c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	<b>OFFICE USE ONLY</b>
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.	
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

**3** Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5** Check only if there is **NO** Interested Party.

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

**RFQ EXHIBIT D  
ACKNOWLEDGEMENT OF ADDENDA**

I, \_\_\_\_\_, acknowledge receipt of the following Addendums to the Request for Qualifications for Architectural Services issued by City of Denison, on behalf of the Respondent listed below:

Addendum No. \_\_\_\_ Dated: \_\_\_\_\_ Entitled: \_\_\_\_\_

Addendum No. \_\_\_\_ Dated: \_\_\_\_\_ Entitled: \_\_\_\_\_

Addendum No. \_\_\_\_ Dated: \_\_\_\_\_ Entitled: \_\_\_\_\_

Respondent's Business Name: \_\_\_\_\_

Respondent's Representative Signature: \_\_\_\_\_

Respondent's Representative Title: \_\_\_\_\_

Date: \_\_\_\_\_

**RFQ EXHIBIT E  
SIGNATURE PAGE AND DECLARATION OF COMPLIANCE**

Check (✓) the box that indicates business structure of Respondent.

Individual/Sole Proprietorship    Partnership or Joint Venture    Corporation    Other Entity (State

Type) \_\_\_\_\_

The undersigned certifies that (s)he is \_\_\_\_\_ (title) of the Respondent entity named below; that (s)he is authorized to sign this Statement of Qualifications (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity, if any, named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Submission as required by this RFQ, and has the requisite authority to execute an Agreement on behalf of Respondent, if awarded, and that the 11-digit Comptroller's Taxpayer Number for the entity, if any, is:

\_\_\_\_\_  
11-digit Comptroller's Taxpayer Number

\_\_\_\_\_  
Employer Identification No.

\_\_\_\_\_  
Respondent Organization Name

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

(If Respondent is a Joint Venture, an authorized signature from a representative of each party is required.)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

By signing this Signature Page and Declaration of Compliance, I do hereby declare that I have read the Request for Qualifications, on which our Qualifications Statement is submitted with full knowledge of the requirements, and do hereby agree to furnish all services in full accordance with the requirements outlined in the Request for Qualifications.

By signing and executing this Qualifications Statement, I further certify on behalf of my organization and represent to the City of Denison that Respondent has not offered, conferred or agreed to confer any pecuniary benefit, as defined by **TEXAS PENAL CODE ANN. § 218**, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this Qualifications Statement; the Respondent also certifies and represents that Respondent has not offered, conferred or agreed to confer a pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this submission; the Respondent certifies and represents that Respondent has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the City of Denison concerning this Qualifications Statement on the basis of any consideration not authorized by law; the Respondent also certifies and represents that Respondent has not received any information not available to other Respondent so as to give the undersigned a preferential advantage with respect to this submission; the Respondent further certifies and represents that Respondent has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Respondent will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the City of Denison in return for the person having exercised the person's official discretion, power or duty with respect to this Qualifications Statement; the Respondent certifies and represents that it has not nor will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the City of Denison in connection with information regarding this Submission, the submission of this Qualifications Statement, the award or performance of a contract in connection with this RFQ.

## EXHIBIT F

### INSURANCE REQUIREMENTS

Before commencing work, respondent shall, at its own expense, procure, pay for and maintain during the term of this Agreement the following minimum amounts of insurance written by companies approved by the state of Texas with an A.M. Best rating of at least A, lawfully authorized to transact business in the state of Texas, and acceptable to the Denison. Respondent shall furnish to the City of Denison certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number. City shall have the right to a copy of the full policy. The City of Denison shall be listed as an additional insured under all liability policies except for professional & automobile liability policies.

1. Workers' Compensation: Statutory
2. Employer's Liability: \$1,000,000.00
3. Comprehensive General Liability: \$1,000,000.00 each occurrence
4. Comprehensive Automobile Liability (any auto, hired auto, non-owned auto)
  - a) Bodily Injury: \$1,000,000.00 each person  
\$1,000,000.00 each occurrence
  - b) Property Damage: \$1,000,000.00 each occurrence
5. City's and Contractor's Protective: \$1,000,000.00
6. Builder's Risk: full value of constructions costs
7. Professional Liability Insurance: \$1,000,000.00 each occurrence  
Project Specific \$2,000,000 annual aggregate
  - a) Errors and omissions with terms acceptable to City
8. Cyber Risk Insurance: \$1,000,000.00 each occurrence  
\$2,000,000 annual aggregate
  - a) Must include professional oversight liability
9. General Liability Umbrella Policy \$10,000,000.00 each occurrence

Prior to the execution of this contract, the successful firm will supply the City Clerk with original certificates of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration. NOTE, if the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the contract and acceptance by the Denison.

With reference to the foregoing required insurance, the respondent shall endorse applicable insurance policies as follows:

1. A waiver of subrogation endorsement shall be added to respondents' workers' compensation policies to eliminate the potential that the workers' compensation insurer will subrogate against the City of Denison, its officials, employees, and officers and shall be contained in the Workers' Compensation insurance policy.

2. The City of Denison, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.

3. All insurance policies shall be endorsed to the effect that Denison will receive at least thirty (30) days' notice prior to cancellation, non-renewal, termination, or material change of the policies.