

**REQUEST FOR PROPOSALS FOR  
CONSTRUCTION MANAGER AT RISK SERVICES**

**For**

**CONSTRUCTION OF DESIGNING DOWNTOWN DENISON PHASE TWO  
CITY OF DENISON, TEXAS**



**RFP Issued November 9, 2022**

**A Mandatory Pre-Submittal Conference is scheduled for  
2:00 p.m. CST, Thursday, December 1, 2022**

at Denison City Hall  
Council Chambers  
300 West Main Street  
Denison, Texas 75020

**Proposals will be accepted by mail or hand delivery  
AND physically received by the City no later than  
2:00 p.m. CST Tuesday, December 6, 2022, to:**

City of Denison  
c/o Christine Wallentine, City Clerk  
300 West Main Street  
Denison, Texas 75020

**THE CITY IS NOT RESPONSIBLE FOR DELIVERY ERRORS OR LATE DELIVERIES BY THE POSTAL SERVICE OR DELIVERY PROVIDER. This is NOT a postmark deadline. Proposals must be physically received before the deadline.**

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# 1. INTRODUCTION

## PURPOSE

The City of Denison is seeking a highly qualified Construction Manager at Risk to submit qualifications for preconstruction and construction services for Designing Downtown Denison Phase Two. The Construction Manager at risk will assist the City with the continued reconstruction of Main Street from building face to building face - transforming the street into a “Street for People” – building on the momentum of the construction of Phase One.

More than half of the available right-of-way will be reallocated to the pedestrian realm. The City desires Main Street to once again become the heart of the community. Main Street will return to a brick street, contributing to aesthetics and slow speeds; sidewalks will be widened to accommodate shoppers, café seating, and furnishings; stormwater and utility infrastructure will be updated; and a lush landscape and dense canopy of trees will provide much needed shade and vibrancy. The design includes water features that will encourage residents and shoppers to mingle and relax as well as providing an iconic meeting location. To support Denison’s many festivals, Main Street will be flush, meaning no grade separation for pedestrians and pedestrians with disability. Special traffic control measures will be implemented to assist with street closures, and event power will be located in all planter islands to minimize the need for merchant generators. This transformative design will ensure that Main Street once again celebrates people and the community – not simply serving as a conduit for automobiles.

Phase Two also includes – a full reconstruction of both Music Alley and Depot Alley from Rusk Avenue to Fannin Avenue to include stormwater and utility infrastructure; a complete redesign of Heritage Park to support its role as the heart of Denison; and a portion of South Burnett Street.

Responses should demonstrate overall qualifications to fulfill the requirements of the scope, both preconstruction and construction services. A detailed scope of services is provided in Section 1.2 Subsection h.

## BACKGROUND

In 2016, the City of Denison embarked on a journey to transform their historic downtown into an attractive and accessible place for people of all ages and abilities. Situated an hour outside of Dallas, Denison has a rich history as a vibrant small town, including being the first rail town in Texas. As with many downtowns; interstate development, shopping malls, and a bypass have contributed to its slow decline. To inform change, the City hired

Toole Design to redesign key corridors and spaces within the downtown core. The team developed initial concepts through an intensive two-week design workshop, engaging with many members of the community and distilling their input into a cohesive urban design strategy.

Understanding the community's desire, the design team focused on two key streets – Main Street from Armstrong Avenue to the railroad tracks, and Burnett Street from Woodard Street to Crawford Street. Both streets were envisioned to become flush festival streets, allocating more than half of the existing travel lane width to pedestrian space, café seating, and outdoor retail space, while still accommodating through vehicular traffic. The design allows for the streets to be closed to through traffic during Denison's numerous events and, inherent to the flush street design, provides full accessibility throughout Main Street.

The design team also worked on the development of two civic parks. The first was a redesign of a 2.3-acre vacant lot into a town park that will become the civic heart of the community with a community center, flexible pavilions, and areas for large events. The second was a redesign of Heritage Park, a small urban park in the middle of town, and the design expresses Denison's heritage as the first rail town in Texas. This effort culminated in the Designing Downtown Denison (D3) Guide and vision for the community. After completing the Designing Downtown Denison (D3) Guide and vision, the City of Denison commissioned the design of phase one – the redesign of Main Street from Rusk Avenue to the railroad tracks at the Historic Katy Depot.

By the spring of 2021, the City began to see the first fruits of their efforts to reimagine Downtown Denison. Construction of Phase One is underway, nearly 80% complete, with a scheduled completion date of early 2023. City officials, business owners, patrons, and community residents are elated with the transformation and progress made. Building on the momentum, the City is ready to move forward with the design and construction of Phase Two.

## 1.1. BACKGROUND AND SPECIAL CONCERNS:

- a. The City of Denison, Texas (“**Owner**” or “**City**”) retained Huitt-Zollars, Inc. (“**Engineer**”) and Chris Lambka and Associates, LLC (“**Landscape Architect**”) (combined team “**Project Team**”) to assist the Owner in designing Phase Two of its flush festival street and Heritage Park (the “**Streetscape**” or the “**Project**”).

The City directed the Project Team to proceed as follows:

- 1) Design of the Streetscape – Phase Two of the Streetscape project is the redesign of Main Street from Rusk Avenue to Fannin Avenue located in Downtown Denison, Texas. This transformative design will place people first and reallocate over half the right-of-way to the pedestrian realm. Phase Two also includes the redesign of Heritage Park, the Heart of Denison, to be integrated into the fabric of the streetscape. Heritage Park is envisioned to include an iconic structure and water feature. Both Depot Alley and Music alley will be redesigned between Rusk Avenue and Fannin Avenue.
- b. The Owner is seeking a Construction Manager at Risk (“**CMR**”) to perform pre-construction services working with the Project Team and City staff with the option to continue with the construction of the Streetscape, as follows:
  - 1) The CMR will be able to work with the Project Team at the onset of the project, prior to construction, to analyze the Engineer’s design, including the plans and specifications, to ensure the feasibility and constructability of the Streetscape design, and to assist in bringing the estimated construction cost of the Streetscape within the Construction Budget through value engineering, the selection of construction systems and materials, cost estimating, construction sequencing, scheduling and other means, without adversely affecting the capacity and quality of the Streetscape; and
  - 2) The CMR will propose a Guaranteed Maximum Price (“**GMP**”) for the construction of the Streetscape, which is within the construction budget, after or during completion of the preconstruction services. If the City exercises their option, the CMR will serve as general contractor for the Streetscape during the construction phase.
- c. In seeking a CMR, the Owner is looking for a qualified general contractor with prior experience in the construction of improvements similar to the Streetscape as set forth herein.

## 1.2. STATUTORY REQUIREMENTS FOR A CONSTRUCTION MANAGER-AT-RISK CONTRACT UNDER CHAPTER 2269 TEXAS GOVERNMENT CODE AND CITY REQUIREMENTS:

- a. Definition: A CMR is a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for construction, rehabilitation, alteration, or repair of a facility at the contracted price as a general contractor and provides consultation to the Owner regarding construction during and after the design of the Streetscape.
- b. Landscape Architects and Engineers: The Owner has selected the design firms, listed in section 1.1, to prepare construction documents for the Streetscape who has full responsibility for complying with the requirements of Title 6 of the Texas Occupations Code (Regulation of Engineering, Architecture, Land Surveying, and Related Practices).
- c. Selection Process: *According to Texas Government Code Chapter 2269, Subchapter F: Construction Manager-At-Risk Method: Section 2269.253. Selection Process*, this will be a One-Step Selection Process. The time period for responding to the RFP will be set out in the RFP. After receiving the proposals, the Owner will publicly open and read aloud the names received in accordance with the submission deadline. The Owner may interview or seek additional information from one or more of the parties providing proposals (referred to herein as “**Offerors**”). Within 45 days after opening of the proposals, the Owner will evaluate and rank the Offerors based on the Selection Criteria set out in the RFP. Unless the Owner rejects all proposals, the Owner will authorize negotiations with the first-ranked Offeror. If the parties cannot negotiate a successful agreement, the Owner will terminate negotiations with the first-ranked Offeror and commence negotiations with the second-ranked Offeror in the same manner. If an agreement is not reached, the Owner will proceed with this process, in order of ranking, until an agreement is reached, or all proposals are rejected. The Owner reserves the right to reject any and all proposals.
  - 1) Selection Criteria and Evaluation Methodology. The evaluation criteria will be grouped into percentage factors as follows, with detailed evaluation factors:
    - » Offeror’s Project Management and Staff – 25%
      - The Offeror’s demonstrated capability, as a company, to perform the construction management and construction services based on the Offeror’s experience;
      - The Offeror’s capability to provide the resources, including financial, equipment and staffing, necessary to meet Project requirements;
      - The qualifications and experience of the team members proposed to manage the project for Offeror as evidenced by the resumes of the proposed personnel. Only those personnel who will be directly involved in and assigned to this Project shall be submitted with their role clearly indicated;
      - The Offeror’s demonstrated technical and management competence in the construction of similar projects:
    - » Offeror’s Experience and Past Performance on Projects of Similar Size and Scope – 25%
      - Proposed construction approach and methodology;
      - Experience and expertise with projects of similar size, scope, and quality;
      - Past performance on similar project with this or another local municipality;

- Record of successfully completed similar projects without legal or technical problems;
  - The Offeror's past performance on construction of publicly funded projects;
  - The Offeror's knowledge of current construction methodologies and technology, including its knowledge of, and experience with, alternative construction methods, non-traditional and cost-effective construction methods appropriate for the use in this Project;
  - The quality of references from past customers of Offeror;
  - The Offeror's safety record supported by accurate and verifiable data;
  - The demonstrated ability of the Offeror to successfully complete past projects within the applicable construction budgets;
- » Proposed Schedule – 25%
    - Recent experience with project schedule adherence;
    - The demonstrated ability of the Offeror to meet schedules on past projects and this Project;
  - » Proposed CMR Fees – 25%
    - Pricing;
    - General Conditions and Fees.
- 2) Consideration may also be given to any additional information and comments at the selection phase if it reflects on the Offeror's qualifications to perform the Project.
- d. The successful Offeror will enter into a Construction Manager-at-Risk Agreement (“**Agreement**”) with the Owner, with City modifications and associated General Conditions.
- e. Upon execution of the Agreement, the CMR must show ability to provide the City required insurance and bonds; payment, performance, project maintenance and right-of-way maintenance as required by the Agreement, state law and local ordinance.
- f. The CMR and all subcontractors must comply with the prevailing wage rate requirements pursuant to state law and as described in the Agreement.
- g. The CMR must select subcontractors or trade contractors in accordance with the terms of Texas Government Code 2269.255 and other applicable law and the Agreement:
- 1) Trade Contractors and Subcontractors: The CMR shall publicly advertise for bids or proposals from trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be included in general conditions. A CMR may seek to perform portions of the work itself if: (1) the CMR submits its bid or proposal for those portions of the work in the same manner as all other trade contractors or subcontractors; and (2) the Owner determines that the CMR's bid or proposal provides the best value for the Owner.
  - 2) Receipt of Bids or Proposals: The CMR shall review all trade contractor or subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the construction manager-at-risk, architect, engineer, or Owner. All bids or proposals shall be made available to the governmental entity on request and to the public after the later of the award of the contract or the seventh (7<sup>th</sup>) day after the date of final selection of bids or proposals. All trade or subcontractor bids are to be reviewed and approved by the City and/or the Project Team prior to award.

- 3) Acceptance of Recommendations for Trade Contractors and Subcontractors: If the CMR reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor, but the Owner requires a bid or proposal from another trade contractor or subcontractor to be accepted, then the Owner shall compensate the CMR by a change in price, time, or guaranteed maximum cost for any additional cost and risk that the CMR may incur because of the Owner's requirement that another bid or proposal be accepted, as more particularly set forth in the Agreement.
  - 4) If a selected trade contractor or subcontractor defaults in the performance of its work or fails to execute a subcontract after being selected in accordance with this subchapter, the CMR may itself fulfill, without advertising, the contract requirements or select a replacement trade contractor or subcontractor to fulfill the contract requirements.
  - 5) The City reserves the right to contract separately with other suppliers and vendors as deemed in the best interest of the project. This is currently anticipated to be:
    - » Furniture vendors
    - » Equipment suppliers/vendors
- h. Project Scope of Work
- 1) Preconstruction Services:
    - » **Review of Design Plans and Opinion of Probable Construction Cost**  
 The CMR will work with the Project Team and review construction documents at each deliverable stage 30%, 60%, 90%, and 100% level of completion to ensure the feasibility and constructability of the Engineer's design. Following each review, the CMR will provide a consolidated redline review of the construction documents in PDF electronic format and a memorandum of key findings and/or recommendations moving forward. An opinion of probable construction cost shall be developed by the CMR for each deliverable review to ensure the project cost of construction is within the available construction budget. A single CMR review deliverable packet, to include but not be limited to; redline review, memorandum, and opinion of probable construction cost, will be presented to the Project Team and Owner at each deliverable stage.
    - » **Verification of Existing Conditions**  
 The CMR is required to visit the project site, take measurements, and examine carefully to his/her satisfaction the existing conditions of the project site. The submission of a Guaranteed Maximum Price, at the end of the preconstruction services, shall be considered evidence that the CMR has made such examination and has judged for and satisfied themselves as to the character and quality of the existing conditions surveys compared to existing site conditions for both above and below ground infrastructure. If site conditions vary, the CMR must notify the Owner and Engineer in writing of differing conditions.  
  
 The CMR may, at its discretion, perform additional evaluations of existing conditions if deemed to be necessary to reduce construction risk and ensure the cost of construction of the project is within the available budget.
    - » **Provide Recommendations to Owner and Project Team**  
 Once the CMR has performed the above plan and existing conditions reviews, the CMR will provide written recommendations for efficiencies and construction cost savings. Recommendations may include but are not limited to: value engineering, the selection of construction systems and materials, cost estimating, construction sequencing, scheduling, and other means.



- » **Obtain Submittals and Vendor Quotes for Long Lead-Time Items**  
The CMR will be required to coordinate with material suppliers and equipment vendors during the preconstruction phase to obtain submittals, production schedules, and price quotes for certain long lead-time materials and equipment. Quotes from a minimum of three suppliers/vendors will be required for each item. The City may consider advance purchase of certain materials and equipment if determined to have beneficial impact to the project schedule, budget, or quality.
  - » **Provide a Construction Schedule and Timeline**  
The CMR will provide the Owner and Project Team an opinion of probable construction schedule and timeline for review. This should be based on the CMR's project understanding and recommendations of efficiencies and construction sequencing and should include both the physical construction activities and any necessary preconstruction activities such as mobilization, submittal review, and procuring materials. The CMR will also review the project schedule and identify critical path and long lead items.
  - » **Provide a Guaranteed Maximum Price (GMP)**  
Upon the completion of or during the process of the preconstruction services, the CMR will submit a proposal of a Guaranteed Maximum Price for the construction of the Project, which is within the Owner's Construction Budget.
- 2) Construction Services (If the City chooses to exercise this option after successful negotiation with the CMR):
- » **Bidding Services**  
Should the City exercise its option, the CMR will serve as General Contractor to complete all work for the bidding and construction of the project. The CMR will be responsible for coordination of all bid advertisement and solicitation, bid procurement, and selection of subcontractors or trade contractors in accordance with Section 1.2.g above. The CMR will also be responsible for issuance of pre-purchase orders for long lead items if required.
  - » **Construction Services**  
Should the Owner exercise its option, the CMR will serve as General Contractor to complete all work for the construction of the project. The scope of Construction Services will be determined by the final drawings and specifications but will generally consist of the following areas of work: site clearing, excavation, fill, select fill and backfill; site utilities; concrete and brick sidewalks, paving and roadway/parking lot work, brick streets, rough and finish grading, topsoil and grass planting; fencing and gates, site lighting, landscape lighting, retaining wall construction, water feature construction, landscape installation, irrigation, concrete footings, concrete masonry (CMU) seat walls, granite paver installation, limestone and plaster exterior veneer, masonry, miscellaneous metals and metal fabrications; damp proofing and waterproofing, caulking and sealants, exterior signage; site furnishings and installation; equipment and specialty equipment; sound enhancement systems; lightning protection; telecommunications, audio/visual, mechanical, plumbing and electrical systems, traffic control devices, maintenance of pedestrian/bike/vehicular traffic, traffic signal, pavement markings, notifying the public and adjacent property owners of street closures and utility shutdowns, coordination with adjacent construction, coordination with City maintenance activities, and any other requirements set out in the contract documents.

- » **Third Party Inspections**  
The work does not include inspection services or the materials testing services necessary for Owner’s acceptance of the Project, which will be performed under a separate contract with an independent provider engaged directly by the City.
- » **Site Requirements**  
A field office must be assembled on-site by the CMR in a location approved by the City (“**Field Office**”). The Field Office will provide office space for the CMR field team plus additional space for project meetings as well as a workspace for the City’s project staff and for any consultant staff. The Field Office shall be equipped with a copier, facsimile machine, and telephone landline or cellular telephone.

3) General Information

- » **Design Work**  
Design work is scheduled to begin in late 2022.
- » **Liquidated Damages**  
The Owner has impact and related costs for late completion. Liquidated damages of \$1,000.00 per day will be assessed for late completion and may be held from any retainage. The Owner and CMR may agree to certain incentives if the project is completed early.
- » **Payment**  
The City will make all construction payments directly to the CMR for their distribution of payments to the subcontractors and suppliers as appropriate. Accounting by the CMR will be on a monthly line item basis. Release of lien for work to date will be required for each monthly payment requested by the CMR.
- » The City may elect to procure certain materials/equipment/furnishings with coordination and scheduling support from the CMR, which may require the CMR to provide submittals and vendor quotes. The materials/equipment/furnishings will then be assigned to the CMR with the full responsibility for coordination and installation.
- » CMR staff, at a minimum, shall be a full time, on-site superintendent and project field engineer. CMR project team staffing shall not be changed without the consent of the City.

## 2. NOTICE TO OFFERORS

### 2.1. REQUEST FOR PROPOSALS:

The City is accepting proposals for a CMR contract, pursuant to *Texas Government Code Chapter 2269, Subchapter F: Construction Manager-At-Risk Method*, in accordance with the terms, conditions and requirements set forth in this Request for Proposals (“RFP”).

**Respondents are cautioned to read the information contained in this RFP carefully and to submit a complete response to all requirements and questions as directed.**

## **2.2. MANDATORY PRE-SUBMITTAL CONFERENCE:**

A mandatory pre-submittal conference will be held at **2:00 p.m. CST on Thursday, December 1, 2022**. The conference will be held at the City of Denison CITY HALL located at 300 West Main Street. The purpose of this conference is to discuss with the proposed Offerors the service to be provided and for the proposed Offerors to ask questions arising from their review of the RFP. This pre-submittal conference is for informational purposes only. Answers furnished will not be official until verified in writing by the issuing office or department. Answers that change or substantially clarify the RFP will be affirmed in writing. Copies will be provided to all persons attending and registering at the conference.

## **2.3. SUBMITTAL FORMAT:**

Responses must comply with the Submittal Requirements set out in Section 3 of this RFP.

## **2.4. SUBMITTAL DEADLINE:**

The Owner will accept Responses to this RFP until **2:00 p.m. CST on Tuesday, December 6, 2022**, after which time all responses timely received will be publicly opened, and the names of the Respondents read aloud. Responses received after 2:00 p.m. will not be considered.

## **2.5. PLACE FOR SUBMISSION:**

Responses must be submitted to the City of Denison by mail or hand delivery as follows:

Christine Wallentine, City Clerk  
300 West Main Street  
Denison, Texas 75020

It is the responsibility of each Offeror to make sure responses are submitted in a timely manner. The Owner is not responsible for delays in mail delivery or failure of couriers to deliver responses prior to the expiration of the deadline for submission. The Owner shall not be obligated to reimburse any expenses incurred by the Respondent in preparing a response that is not accepted or considered.

## **2.6. THE OWNER'S CONTACT:**

Any questions or concerns regarding this Request for Proposals shall be directed in writing to Chris Lambka and Associates.

Chris Lambka and Associates  
Attn: Chris Lambka, RLA  
262 East Autumn Ridge Road  
Moore, SC 29369  
Email: [chris.lambka@gmail.com](mailto:chris.lambka@gmail.com)

The Owner specifically requests that Offerors restrict all contact and questions regarding this RFP to the above-named individual. Phone inquiries will not be accepted.

## **2.7. INQUIRIES AND INTERPRETATIONS:**

Responses to inquiries which directly affect an interpretation or result in a change to this RFP will be issued in writing by addendum and posted on the City's website for all Offerors to download. Requests for interpretation or changes to this RFP must be received by the Owner's contact person listed in Section 2.6 above by the time and date listed in Section 2.12 below. All such addenda issued by the Owner/Owner's contact prior to the last date that submittals are required to be received shall be considered part of the RFP, and the Offeror shall be required to consider and acknowledge receipt of such in its Response. Firms receiving this RFP other than directly from the Owner are responsible for notifying the Owner that they are in receipt of a submittal package and are to provide a name and address in the event an addendum is issued. It is the obligation of the Offeror to make sure that it has received all addenda prior to submission of its Response. Offerors may obtain information on all addenda issued to the date of inquiry from the Owner's contact person listed in Section 2.6 above.

Only those responses to inquiries, which are made by formal written addenda, shall be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be binding on the Owner. The Offeror must acknowledge receipt of all addenda in its response.

## **2.8. SELECTION PROCEDURE:**

The procedure for selecting the CMR is described in Section 1.2.C of this RFP.

## **2.9. PUBLIC INFORMATION:**

The Owner considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after a contract is awarded.

Respondents are hereby notified that the Owner strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information.

## **2.10. RESPONDENT'S ACCEPTANCE OF EVALUATION METHODOLOGY:**

WAIVER OF CLAIMS: Each Offeror by submission of a response to this RFP waives any claims it has or may have against the Project Team, its consulting architects, engineers, or any other consultants, and their respective employees, officers, members, directors and partners; and the Owner, its employees, officers and elected officials, agents, representatives, that are connected with or arising out of this RFP, including, the administration of the RFP, the RFP evaluation, and the selection of qualified Offerors to receive a Request for Proposals. Submission of qualifications indicates Offeror's acceptance of the evaluation technique and Offeror's recognition that some subjective judgments must be made by the Owner during the determination of qualification. Without limiting the generality of the foregoing, each Offeror acknowledges that the basis of selection and that the evaluations shall be made public in accordance with applicable law and waives any claim it has or may have against the above-named persons, due to information contained in such evaluations.

## 2.11. COMMITMENT:

Offeror understands and agrees that the Owner has the ability to terminate its selection process at any time, and to reject any and all Responses, or any and all Proposals, and that the Owner has made no representation, written or oral, that it will award a contract for this Project. Furthermore, Offeror recognizes and understands that any cost incurred by the Offeror which arises from Offeror's submittal of a response to this RFP, or subsequent proposal to the Owner's RFP, if applicable, shall be the sole responsibility of Offeror.

## 2.12. KEY EVENTS SCHEDULE:

Currently, the Owner has established the following timeline for its selection process:

Issue Request for Proposals	November 9 <sup>th</sup> , 2022
Mandatory Pre-Submittal Conference	December 1 <sup>st</sup> , 2022 at 2:00 p.m. CST
Interpretation/Change Request Deadline	December 1 <sup>st</sup> , 2022 at 5:00 p.m. CST
Issue Addendum	December 2 <sup>nd</sup> , 2022
RFP Deadline	December 6 <sup>th</sup> , 2022 at 2:00 p.m. CST

This timeline is subject to change by Owner. Any changes to the items noted above will be issued as an addendum to this Request for Proposals.

## 2.13. ELIGIBLE RESPONDENTS:

Only individual firms or formal joint ventures may respond to this RFP. Two firms may not respond jointly unless they have formed a joint venture eligible under Texas Government Code Section 2269.251 (this does not preclude an Offeror from having consultants) and existing as a Texas entity or registered to do business in Texas as a foreign entity with the Texas Secretary of State. Joint ventures formed solely for the purpose of pursuing this RFP and Project shall not be considered as an Offeror.

## 2.14. INSURANCE REQUIREMENTS:

The successful Offeror will be required to obtain the following insurance:

- a. Before commencing work, the CMR shall, at its own expense, procure, pay for, and maintain the following insurance written by companies approved by the State of Texas and acceptable to the City. The CMR shall furnish to the City Manager 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 and be addressed as follows:

Designing Downtown Denison Phase Two  
City of Denison  
Attn: Bobby Atteberry  
300 West Main Street  
Denison, Texas 75070

- 1) Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$2,000,000 per-occurrence, \$2,000,000 Products/Completed Operations Aggregate and \$6,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
  - 2) Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$600,000.
  - 3) Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.
  - 4) Umbrella or Excess Liability insurance with minimum limits of \$5,000,000 each occurrence and annual aggregate for bodily injury and property damage, that follows form and applies in excess of the above indicated primary coverage (1,2 and 3). The total limits required may be satisfied by any combination of primary, excess or umbrella liability insurance provided all policies comply with all requirements. The CMR may maintain reasonable deductibles, subject to approval by the City.
  - 5) If the CMR serves as general contractor for the Project during the construction phase, Builder's Risk Insurance will be required. It shall provide All-Risk coverage including, but not limited to, Fire, Extended Coverage, Vandalism and Malicious Mischief, Flood (if located in a flood zone) and Theft in an amount equal to one hundred percent (100%) of the completed value of the project in question. The policy shall be written on a Completed Value Form, including materials delivered and labor performed for the project. The policy shall be written jointly in the names of the Owner, Contractor and Subcontractors as their interests may appear. The policy shall have endorsements as follows:
    - » This insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained on the property.
    - » Loss, if any, shall be adjusted with and made payable to the Owner on behalf of all insureds as their interests may appear.
- b. With reference to the foregoing required insurance, the CMR shall endorse applicable insurance policies as follows:
- 1) A waiver of subrogation in favor of the City, its officials, employees, agents, officers, and project consultants including but not limited to the architect/engineer, surveyor, and geotechnical engineer; shall be contained in the Workers' Compensation insurance policy.
  - 2) The City of Denison, its officials, employees, agents, officers, and project consultants including but not limited to the architect/engineer, surveyor, and geotechnical engineer; 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 City of Denison will receive at least thirty (30) days' notice prior to cancellation, non-renewal, termination, or material change of the policies.
- c. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by the A.M. BEST Company or equivalent.

- d. The CMR agrees to comply with all applicable laws of the State of Texas, City ordinances, and the provisions of Texas Administrative Code Title 28, Section 110.110 "Reporting Requirements for Building or Construction Projects for Governmental Entities, a copy of which is attached as Exhibit A, incorporated herein. Under Section 110.110:
  - 1) Certain language must be included in the Agreement and in the CMR's contracts with subcontractors and others relating to the work;
  - 2) The CMR is required to submit to the City certificates of coverage for its employees and for all others providing services relating to the work until all project work is completed and for any warranty work; and
  - 3) The CMR is required to post certain notices at job sites.

### **3. SUBMITTAL REQUIREMENTS**

#### **3.1. GENERAL INSTRUCTIONS:**

- a. Offerors should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- b. Responses and any other information submitted by Offerors in response to this RFP shall become the property of the Owner.
- c. The Owner will not provide compensation to Offerors for any expenses incurred by the Offeror(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Offerors submit qualifications and other submittal information in response to this RFP at their own risk and expense.
- d. Responses which are qualified with conditional clauses, or alterations, or items not called for in the RFP documents, or irregularities of any kind, are subject to disqualification by the Owner, at its option. The Owner reserves the right to waive any irregularity or informality in a response or proposal.
- e. Each response should be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the Owner's needs.
- f. The Owner makes no guarantee that an award will be made as a result of this RFP or any subsequent RFP, and reserves the right to accept or reject any or all submittals, waive any formalities, irregularities, or minor technical inconsistencies, or delete any item/requirements from this RFP or contract when deemed to be in the Owner's best interest. Representations made within the proposal will be binding on responding firms for no less than sixty (60) days.
- g. Failure to comply with the requirements contained in this RFP may result in a finding that the Offeror is not qualified and is ineligible to submit a proposal in response to any subsequent RFP.

### 3.2. PREPARATION AND SUBMITTAL INSTRUCTIONS:

- a. Offerors must complete, sign and return the attached response to RFP, Section 4, as part of their proposal. Respondent's company official(s) authorized to execute such submittals on behalf of Offeror must sign submittals. Failure to sign and return these forms will subject the submittal to disqualification.
- b. Responses to this RFP should consist of answers to required questions in Section 5 Offeror Questionnaire. It is not necessary to repeat the question in the response; however, it is essential that the submittal reference the question number in the response corresponding accordingly. In cases where a question does not apply or if unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain the reason when responding N/R.
- c. **Page Size, Binders and Dividers**

Submittals must be typed on letter-size (8-1/2" x 11") paper. The Owner requests that submittals be submitted in a three (3) ring binder. Preprinted material should be referenced in the submittal and included as labeled attachments. Tabs for ease of reference should divide sections. Number each side of each page consecutively, including letter of interest, brochures, licenses, resumes, supplemental information, etc. Submittals must be limited to 50 pages. Covers, table of contents and divider tabs will not count as pages provided no additional information is included on those pages. Provide the number of copies of the submittal specified in Section 3.2, E. **Any submittals exceeding the 50-page limit may be disqualified.**
- d. **Pagination**

All pages of the submittal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.
- e. **Number of Copies**

Submit a total of one (1) original, so labeled, two (2) complete copies of the entire Response, and one (1) electronic copy on CD or external Drive format. An original signature must appear on the original Response.
- f. **Submission**
  - 1) Show the RFP number/name (Designing Downtown Denison Phase Two) and submittal date in the lower left-hand corner of your sealed submittal envelope (or box or container).
  - 2) The materials submitted must be enclosed in a sealed envelope (or box or container); the package must show clearly the submittal deadline; the RFP number/name must be clearly visible; and the name, telephone number and the return address of the Offeror must be clearly visible on the outside of the sealed envelope (or box or container).
  - 3) Late submittals properly identified will be returned to Offeror unopened. Late submittals will not be considered under any circumstances.
  - 4) Telephone submittals are not acceptable when in response to this Request for Proposals.
  - 5) Facsimile ("FAX") submittals are not acceptable when in response to this Request for Proposals.
  - 6) Internet ("E-mail") submittals are not acceptable when in response to this Request for Proposals.



### **3.3. SCHEDULE:**

The CMR shall provide a proposed preconstruction and construction schedule with this submittal. This Schedule may be adjusted during preconstruction services as mutually agreed by the Owner and the CMR.

### **3.4. PRICING:**

Submittals shall include all preconstruction fees, pricing, or other compensation. A detailed breakdown of General Conditions costs shall be provided as a part of this submittal.

Respondents shall provide the fee, including General Conditions, which will be charged should the City elect to exercise their option to engage the CMR for the bidding and construction of the facility.

### **3.5. SUBMITTAL CHECKLIST:**

Offerors are instructed to complete, sign and return the following documents as a part of their submittal. Failure to return these documents may subject your submittal to disqualification.

Signed and Completed Response to RFP (ref. Section 4)

Offeror's Responses to Questionnaire (ref. Section 5)

# 4. RESPONSE TO RFP: DESIGNING DOWNTOWN DENISON PHASE TWO

City of Denison  
Attn: Christine Wallentine, City Clerk  
300 West Main Street  
Denison, Texas 75020

Mr. Atteberry;

This response is being submitted by the undersigned, on behalf of the Offeror

\_\_\_\_\_.

The person signing this response on behalf of the Offeror represents to Owner and Project Team that:

- 1) The information provided herein is true, complete and accurate to the best of the knowledge and belief of the undersigned; and
- 2) He/she has full authority to execute this response on behalf of Offerors.
- 3) Offeror acknowledges receipt of the following Addenda:
  - Addendum No. \_\_\_\_\_ Date \_\_\_\_\_
  - Addendum No. \_\_\_\_\_ Date \_\_\_\_\_
  - Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

OFFEROR:

\_\_\_\_\_

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

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

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

Attachment: Response to Offeror's Questionnaire

## 5. OFFEROR'S QUESTIONNAIRE FOR RFP: DESIGNING DOWNTOWN DENISON PHASE TWO

Offerors are required to submit a complete response to each of the below listed items. Responses requiring additional space should be brief and submitted as an attachment to the Offeror's Questionnaire.

- 5.1. Legal name of the company:

\_\_\_\_\_

Address of office that would be providing service:

\_\_\_\_\_

\_\_\_\_\_

Telephone number: \_\_\_\_\_

Number of years in Business: \_\_\_\_\_

Type of Operation: Individual \_\_\_\_ Partnership \_\_\_\_ Corporation \_\_\_\_

Number of Employees: \_\_\_\_\_ Annual Sales Volume: \_\_\_\_\_

- 5.2. State whether you will provide a copy of your company's financial statements for the past two (2) years, if requested by the Owner.
- 5.3. Provide a financial rating of your company and any documentation (e.g. a Dunn & Bradstreet analysis), which indicates the financial stability of the company.
- 5.4. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 5.5. Provide any details of all past or pending litigation or claims filed against your company arising out of or in connection with your company's performance under a contract for construction management and/or construction services. Describe how such suit or claims were resolved.
- 5.6. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
- 5.7. Does any relationship exist between your company and any of Owner's officers, employees or Engineers whether by relative, business associate, capital funding agreement or any other such kinship? If yes, please explain.
- 5.8. What difficulties/risks do you anticipate in serving the Owner and how do you plan to manage these? How will you mitigate these difficulties/risks and what assistance will you require from the Owner?

- 5.9.** Describe what you believe are the three biggest risk factors associated with construction and explain how you will mitigate them.
- 5.10.** Describe how you plan to keep residents and business owners along the corridor apprised of the construction schedule and any needs to disrupt access or utility service to adjacent properties. Also describe how you will coordinate this with the Owner.
- 5.11.** Describe your company's service support philosophy, how is it carried out, and how success in keeping this philosophy is measured.
- 5.12.** Provide details regarding any special services or product characteristics, or other benefits offered, or advantages in the Owner selecting your company.
- 5.13.** Describe your firm's past performance on other contracts for the Owner (e.g. cost control, cost savings, schedule control).
- 5.14.** Describe your firm's demonstrated technical competence and management qualifications with CMR or construction contracting projects, particularly those that are similar to the proposed project type.
- 5.15.** Describe the types of records, reports, monitoring systems, and information management systems that your firm used in the management of the projects listed below. Describe how you used these systems for three of the projects listed in response to item 5.17.
- 5.16.** Describe your firm's management methodologies for CMR project delivery.
- 5.17.** Provide a minimum of three and a maximum of ten projects with photos and project description for which your firm has provided/is providing construction management or construction services which are most related to this project. In determining which projects are most related, consider: same or related use of facilities related size and complexity; whether the project consisted of an expansion of an existing facility or new construction; how many members of the proposed team (and their role) worked on the listed project; and, how recently the project was completed. List the projects in priority order, with the most related projects listed first.
- 5.18.** For each of the listed projects, describe conflicts or potential conflicts with the Owner or with trade contractors, and describe the methods used to prevent and/or resolve those conflicts.
- 5.19.** For each of the listed projects, provide the following information: construction cost (original Budget, GMP and final construction cost), current phase of development, estimated (or actual) completion date, type of construction services provided (CM at risk with GMP, CM-agency, design/build, general contractor-low bid, general contractor through sealed proposals), Owner's contact person and telephone number, and the name and telephone number of the project architect/engineer.
- 5.20.** Please provide the approximate percentage of the work that will be self-performed, and the approximate percentage that will be subcontracted. (Estimate is non-binding.)

- 5.21. Describe your firm's experience with alternative construction methods, non-traditional and cost-effective construction methods appropriate for the use of this tennis complex project. State whether any of these methods were used on the projects listed in item 5.17, and if so, which projects. Would you recommend using any of these methods for this Project? Why or why not?
- 5.22. Describe your company's quality assurance program, what are your company's requirements, and how are they measured? In particular, describe the way your firm maintains quality control during the pre-construction and construction phases. For three of the projects listed in response to this Section, provide specific examples of how these techniques were used.
- 5.23. Describe your cost control methods for the preconstruction and construction phases. How do you develop cost estimates and how often are they updated? For three of the projects listed in response to item 5.17, provide examples of how these techniques were used and what degree of accuracy was achieved. Include examples of a successful constructability program used to maintain project budgets without sacrificing quality. Describe your company's concept for disposition of savings realized during construction. Is the full amount returned to the City?
- 5.24. Provide customer reference letters from no less than three (3) public entities with which Offeror currently has contracts and/or has previously provided construction management services of equal type and scope within the past five (5) years. **DO NOT USE REFERENCES FROM CURRENT CITY OFFICIALS.**
- 5.25. Describe the way your firm develops and maintains project schedules. How often do you update schedules? For three of the projects listed in this Response, provide examples of how these techniques were used. Include specific examples of scheduling challenges, and how your firm helped solve them.
- 5.26. Provide your company's safety Experience Modifier Rate (EMR), Recordable Incident Rate (RIR) and your Loss Indicator Rate (LIR).
- 5.27. Describe the way your firm develops and monitors construction budgets for a project. How often do you compile actual construction cost information during a project and compare it with your estimated construction costs? How often do you update your schedule of values? For three of the projects listed in this Response, provide examples of budget challenges, and how your firm helped solve them.
- 5.28. Provide resumes of key personnel; Project Manager, Estimator, and Superintendent that shows experience with projects of similar size, complexity and scope.
- 5.29. How many years has your company been in business under its present name? Under what other names has your company operated?
- 5.30. List the categories of work that your company normally self performs.

- 5.31. List the major construction projects your company currently has in progress. Provide project name and location, services provided, owner, architect/engineer, contract amount, percent complete and scheduled completion date.
- 5.32. Describe your company's concept for cost contingencies during design and during construction.
- 5.33. What is your company's concept for disposition of contingency funds at project completion?
- 5.34. Describe your plan for maintaining access and utility service to businesses and residences adjacent to the corridor and the procedure for notifying them of closures and utility shutdowns.

## 6. ATTACHMENTS

- 1) Exhibit A – Title 28 Texas Administrative Code Section 110.110
- 2) Designing Downtown Denison Guide: [Guide Link](#)
- 3) Phase Two Scope of Work Diagram
- 4) Example Design Plan Sheet from Phase One
- 5) Conflict of Interest - Form CIQ
- 6) Form 1295 found at: <https://www.ethics.state.tx.us/filinginfo/1295/>  
*To be filled out online once the contract is awarded*
- 7) W-9

## 1) Exhibit A

### 28 TAC § 110.110

#### § 110.110. Reporting Requirements for Building or Construction Projects for Governmental Entities

(a) The following words and terms, when used in this rule, shall have the following meanings, unless the context clearly indicates otherwise. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

(1) Certificate of coverage (certificate)--A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a workers' compensation 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 (including those subject to a coverage agreement) providing services on a project, for the duration of the project.

(2) Building or construction--Has the meaning defined in the [Texas Labor Code, §406.096\(e\)\(1\)](#).

(3) Contractor--A person bidding for or awarded a building or construction project by a governmental entity.

(4) Coverage--Workers' compensation insurance meeting the statutory requirements of the [Texas Labor Code, §401.011\(44\)](#).

(5) Coverage agreement--A written agreement on DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84, filed with the Division of Workers' Compensation which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.

(6) Duration of the project--Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by the governmental entity.

(7) Persons providing services on the project ("subcontractor" in §406.096 of the Act)--With the exception of persons excluded under subsections (h) and (i) of this section, 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 but is not limited to independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity furnishing persons to perform services on the project. "Services" includes but is not limited to 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.

(8) Project--Includes the provision of all services related to a building or construction contract for a governmental entity.

(b) Providing or causing to be provided a certificate of coverage pursuant to this rule is a representation by the insured that all employees of the insured who are providing services on the project are covered by workers' compensation coverage, that the

coverage is based on proper reporting of classification codes and payroll amounts, and that all coverage agreements have been filed with the appropriate insurance carrier or, in the case of a self-insured, with the division. Providing false or misleading certificates of coverage, or failing to provide or maintain required coverage, or failing to report any change that materially affects the provision of coverage may subject the contractor or other person providing services on the project to administrative penalties, criminal penalties, civil penalties, or other civil actions.

(c) A governmental entity that enters into a building or construction contract on a project shall:

(1) include in the bid specifications, all the provisions of paragraph (7) of this subsection, using the language required by paragraph (7) of this subsection;

(2) as part of the contract, using the language required by paragraph (7) of this subsection, require the contractor to perform as required in subsection (d) of this section;

(3) obtain from the contractor a certificate of coverage for each person providing services on the project, prior to that person beginning work on the project;

(4) obtain from the contractor a new certificate of coverage showing extension of coverage:

(A) before the end of the current coverage period, if the contractor's current certificate of coverage shows that the coverage period ends during the duration of the project; and

(B) no later than seven days after the expiration of the coverage for each other person providing services on the project whose current certificate shows that the coverage period ends during the duration of the project;

(5) retain certificates of coverage on file for the duration of the project and for three years thereafter;

(6) provide a copy of the certificates of coverage to the division upon request and to any person entitled to them by law; and

(7) use the language contained in the following figure for bid specifications and contracts, 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:



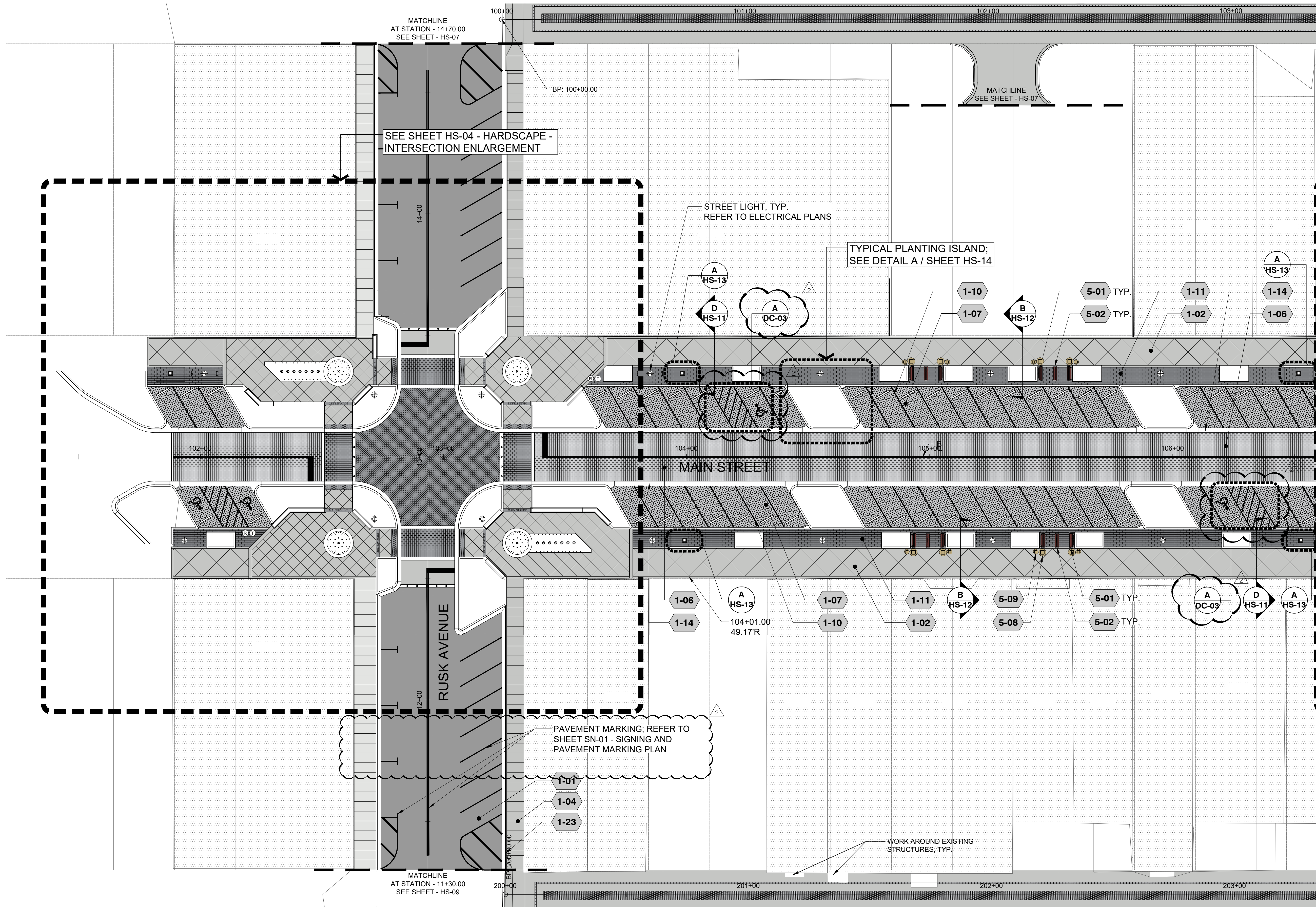


# DESIGNING DOWNTOWN DENISON

PHASE TWO SCOPE OF WORK DIAGRAM

EFFORTS HAVE BEEN MADE TO PRODUCE THIS DOCUMENT USING RECYCLED MATERIALS. PLEASE CONTINUE THE CYCLE AND PROPERLY RECYCLE ALL UNNECESSARY COPIES.

E:\CHS\15\2020\4854\PM\1501161000.dwg, 2\_Revision\Phase One\Design\Production\1501161000.dwg\HARDSCAPE PLAN.dwg



01 MAIN ST & RUSK AVE  
1"=20'

NOTE: FOR ALL KEYNOTE REFERENCES, SEE SHEET HS-17 - FINISH SCHEDULE

**DENISON PHASE ONE: MAIN STREET, PARKING LOT AND ALLEY**  
City of Denison, Texas  
Main Street from Rusk Avenue to Railroad Crossing

TOOLE DESIGN  
FIRM #: F-14667  
01/15/2021



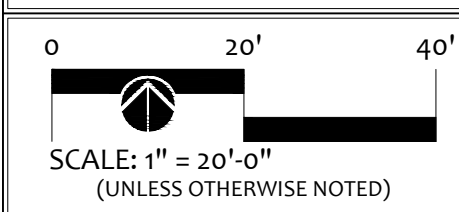
**REVISIONS**

#	DATE	DESCRIPTION
02	01.15.21	BID ADDENDUM #2

PROJECT NUMBER: C069  
RELEASE DATE: 10.15.2020  
DR BY: EC  
CH BY: EM, CL

**100% SUBMITTAL**

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## 5) Conflict of Interest Form

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received	
<b>1</b> Name of vendor who has a business relationship with local governmental entity.		
<b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
<b>3</b> Name of local government officer about whom the information is being disclosed.	_____ Name of Officer	
<b>4</b> 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.		
<p>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?</p> <p style="text-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 or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p>		
<b>5</b> 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.		
<b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
<b>7</b>		
_____ Signature of vendor doing business with the governmental entity	_____ Date	

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...  
(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

6) Sample Form 1295 to be filed electronically at contract award

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>																																							
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.		Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>																																							
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																									
<b>3</b> 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.																																									
<b>4</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%;">Name of Interested Party</th> <th rowspan="2" style="width: 25%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%;">Controlling</th> <th style="width: 25%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																		
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		Controlling	Intermediary																																						
<b>5</b> Check only if there is no interested party. <input type="checkbox"/>																																									
<b>6 UNSWORN DECLARATION</b> My name is _____, and my date of birth is _____. My address is _____, _____, _____, _____, _____. <small>(street) (city) (state) (zip code) (country)</small> I declare under penalty of perjury that the foregoing is true and correct. Executed In _____ County, State of _____, on the _____ day of _____, 20____. <small>(month) (year)</small> <div style="text-align: right; margin-top: 10px;">                         _____                          Signature of authorized agent of contracting business entity                          (Declarant)                     </div>																																									
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																																									