



TABLE OF CONTENTS

<u>Title</u>	<u>No. of Pages</u>
Table of Contents .....	1
Notice to Proposers .....	
Request for Qualifications/Request for Proposals .....	
Design Criteria Package .....	10
Form 1295 Requirements .....	16
Prohibition on Boycotting Israel Verification.....	17

END OF SECTION

NOTICE TO

PROPOSERS

Sealed responses to a Request for Qualifications (RFQ's)/Request for Proposals (RFPs), in triplicate and one digital copy will be received by City of Everman at City Hall c/o Craig Spencer, Friday, September 25<sup>th</sup>, 2020 by 5:00pm CST at 212 N. Race St. Ft. Worth, TX 76140, at which time all responses will be publicly opened and the names of the respondents will be publicly read for the design/build project:

**CITY OF EVERMAN,  
CITY ANNEX BUILDING AND FIRE STATION REMODEL**

The project consists of the following: Design-Build services for a 6,000+/- sf City Annex Building in compliance current building and fire code requirements of the City of Everman and Tarrant County. City Annex Building includes, but is not limited to office space, bathrooms, meeting space, full kitchen, offices and storage. The Fire Station Remodel includes, but is not limited to demo existing living quarters, rebuild dorms, offices, watch rooms, bathrooms, kitchen, vestibule and an exterior remodel of the existing building.

A non-mandatory pre-response meeting will be held Monday, September 14<sup>th</sup>, 2020 at 1:00 p.m. at City of Everman City Hall at 212 N. Race St. Ft. Worth, TX 76140. This Pre-submission meeting is highly recommended.

Selection of the successful RFQ/RFP shall be in accordance with the criteria outlined in the full RFQ/RFP packet.

This RFQ/RFP is for Proposals from Respondents that are able to provide all components of a "design-build" project, either on their own or as part of a respondent team. The separate elements (design and construction) of the Project are not to be submitted separately. Only Respondents (or Respondent Teams) having the ability to comply with all the requirements of the RFQ, and the Design Criteria Package, and also provide all component parts of the Project (design and build) should respond.

The Owner reserves the right to reject any or all responses or to accept any response deemed advantageous to it and waive informalities in response. All responses received after the closing time above designated will be returned unopened. Also, if selected for both projects, there will be two separate contracts, one for City Annex and one for Fire Station Remodel. The owner reserves the right to terminate one contract if the other doesn't go the way it was originally intended per the first contract.

**The City may not enter into any contract until it has received a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. Respondents understand that failure to provide said form complete with a certificate number assigned by the TEC will prohibit the District from considering any Proposal for acceptance.**

REQUEST FOR QUALIFICATIONS/  
REQUEST FOR PROPOSALS

DESIGN-BUILD OF CITY ANNEX AND FIRE STATION REMODEL

**1. PROJECT SITE**

- A. The Existing City Annex Building is located at 213 North Race Street, Everman, Tarrant County, Texas 76140, and will be demolished and the new one constructed at the same address. The fire station remodel will take place at the existing Everman FD location of 400 West Enon Avenue, Everman, Tarrant County, Texas 76140

**2. PROJECT SCOPE**

- A. Successful respondent shall provide all design and construction services (design-build) for a 6,000+/- sf City Annex Building and a Remodel of roughly 2,400+/- sq ft. of living quarters inside the existing Fire Station. The project consists of all engineering, architectural plans, and construction associated with the new City Annex Building and Fire Station Remodel.
- B. Design for the City Annex Building shall include connection to all public systems including but not limited to water, sewer, and electric, foundation and structural design, for a complete and functional building that will be used as an event space, offices, meeting room, kitchen, bathrooms, and associated storerooms. Design for the Fire Station Remodel shall include MEP Engineering and all Architectural and Structural Plans for the demo and remodel of offices, dorms, kitchens, bathrooms, gear rooms and associated storage rooms inside the existing fire station. Building and site designs shall conform to current building and fire code requirements of the City of Everman and Tarrant County. Design and Construction are to be completed with the Fire Station Remodel first and then once completed, begin the City Annex Building using two separate contracts.
- C. Design includes conforming to area architectural requirements except for those with written exceptions as granted by the City of Everman.

### 3. PROPOSED RFQ/RFP PROCESS CALENDAR

Items	Anticipated Deadlines
RFQ/RFP Publicized	09/09/2020
Recommended Pre-submission meeting for Finalists	09/14/2020
RFQ/RFPs Due	09/25/2020
Interviews with Finalists	09/29/2020
Design Build Firm Selection and Notification to Respondents	10/01/2020

### 4. GENERAL REQUIREMENTS

- A. This Request for Qualifications (RFQ)/Request for Proposals (RFP) requires that qualifications be submitted without ANY cost information. Please note that all Proposals must be received at the designated location by the deadline shown. Proposal Submissions received after the required deadline shall be considered void and unacceptable.
- B. Sealed responses to a REQUEST FOR QUALIFICATIONS (RFQ's)/REQUEST FOR PROPOSALS (RFPs) addressed to the City of Everman, c/o Craig Spencer, will be received **until 5:00 p.m., September 25<sup>th</sup>, 2020** for Design-Build services for buildings related to the Fire Station No. 1 project. The names of respondents will be publicly read at that same time and location. A Non-Mandatory Pre-submission meeting will be held at 1:00pm on Monday, September 14<sup>th</sup>, 2020 at Everman City Hall, 212 N. Race St. Ft. Worth, TX 76140.
- C. Selection of the successful RFQ/RFP shall be in accordance with the criteria outlined in the full RFQ/RFP packet.
- D. This RFQ/RFP is for Proposal Submittals from Respondents that are able to provide all components of a "Design-Build" project, either on their own or as part of a respondent team. The separate elements (design and construction) of the Project are not to be submitted separately, Only Respondents (or Respondent Teams) having the ability to comply with all the requirements of the RFQ/RFP, and the Design Criteria Package, and also provide all component parts of the Project (design and build) should respond. The team must include either an architect or an engineer.
- E. The City of Everman reserves the right to reject any or all submissions, or to select the Proposal that best meets the needs of the City of Everman. The City of Everman reserves the right to waive any irregularities in submissions. The City of Everman reserves the right to request additional information from submitting firms.

**5. RFQ/RFP SUBMISSIONS**

- A. Responses to the Request for Qualifications/Request for Proposals shall be submitted with three (3) hard copies, at least of which one shall contain original signatures, and one (1) digital (.pdf) format copy on a USB drive.
- B. Submissions may not be returned nor altered once they have been accepted by the City of Everman. If a respondent no longer wishes to be considered, they shall submit a letter on official company letterhead to that effect.

**6. ITEMS TO BE INCLUDED IN RFQ/RFP SUBMITTAL**

- A. Each proposal submitted must thoroughly and fully respond to and comply with the applicable criteria of this RFQ/RFP.
- B. Proposals need not include detailed engineering or architectural designs as part of their submission, but respondents are encouraged to include conceptual drawings and illustrations to assist in evaluating the proposal.
- C. Proposal **MUST** substantially comply with the criteria, requirements and elements of the Design Criteria Package.
- D. Proposal **MUST** include completed Form 1295 and Prohibition on Boycotting Israel Verification.
- E. Proposed timeline of design and construction including substantial completion and final completion dates for site preparation, building construction, component installation, piping and electrical. The proposer should submit two timelines, one for each of the buildings.
- F. Exceptions to the RFQ/RFP.
- G. References of a similar project as well as last three similar (3) projects. Including which team members were associated with the project and the cost of the project.
- H. Dun & Bradstreet Number.
- I. Signature page with attested signatures and a statement showing the proposer has the authority to submit the RFQ/RFP.

**7. SELECTION OF SUCCESSFUL PROPOSAL (RFQ/RFP)**

- A. All proposals will be evaluated by the City Manager or designee. Proposals will be judged according to adherence to requested format, thoroughness of provided information, firm's background and related experience, the financial stability of the firm, and cost of service. The City reserves the right to award by item, groups of items, or total proposal, whichever is in the best interest of the City.
- B. The Qualifications Statements/Proposal received will be reviewed, evaluated and ranked by the City and/or designees based on the following weighting factors. Only

the information included in your Qualifications Statement/Proposal will be considered.

- a. Respondent and Team experience and technical competence 20%
  - b. Extent to which proposal complies with RFQ/RFP; feasibility of proposal; ability to meet schedules and estimated time of completion. 30%
  - c. Respondent and Team capability to perform 30%
  - d. Respondent and Team past performance 20%
- C. The City Manager will rank up to five finalists based on the selection criteria and qualifications of the team.

## **8. MISCELLANEOUS**

- A. Neither this document or any advertisement or notice of this RFQ/RFP is an offer.

## **9. NEGOTIATIONS**

- A. The City of Everman shall first attempt to negotiate a contract with the highest ranked Finalist Design-Build Team. If the City of Everman is unable to negotiate a satisfactory contract with the selected Design-Build Team, the City of Everman shall formally, in writing, end negotiations and proceed to negotiate with the next highest ranked Design-Build team, and so forth until a contract is reached or negotiations with all ranked Finalists end.

## **10. AWARD**

- A. Payment and Performance Bonds will be required of the successful proposer after selection. All bonds shall be in the amount of at least 100% of the Maximum Guaranteed Price. Costs associated with obtaining these bonds shall be assumed by the respondent and shall not be considered for separate payment. Bonds must be received from the successful proposer ten (10) calendar days prior to beginning construction.
- B. Contractor's insurance, naming the City of Everman and its agents as also covered shall be received from the successful proposer within ten (10) calendar days of signing the negotiated contract.
- C. Design professionals on the Project who will be stamping the as-built plans must be covered by professional liability insurance in a coverage amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. Design Professionals on the Project must be licensed and registered to practice their profession in the State of Texas. All registrations must be current.

## **11. DESIGN**

- A. Following selection and agreement upon an acceptable contract, engineers or architects associated with the selected team shall complete the design of the Project, submitting all design elements to the City of Everman or the City of Everman's designee before or concurrently with construction. The design elements shall be reviewed to determine compliance with the Design Criteria Package, and other project documents. The design submissions will be reviewed by the City's engineer and the City Manager for compliance and quality.
  
- B. The Successful Respondent shall be provided with a geotechnical report including a single bore by a registered geotechnical engineer prior to providing the gross maximum price (GMP).
  
- C. The Successful Respondent shall be provided with survey prior to providing the gross maximum price (GMP).



**12. CONSTRUCTION**

- A. The successful proposer shall supply a sealed set of “as-built” construction documents for the Project to the City of Everman at the conclusion of construction of the project and before final payment will be made.
- B. Respondent shall be solely responsible for any cost, loss, injury, harm, expense, fee, charge or other expenditure or damage of any nature, whether known or unknown, arising directly or indirectly, from:
  - 1. Any unknown or differing site conditions at the site proposed as a result of the Respondent’s failure to verify existing conditions
  - 2. Any regulatory permitting required for the Project
  - 3. Any natural disasters or other force majeure events

**13. PROJECT INSPECTION**

- A. The City’s representative engineer and other Consultants of the City of Everman shall act as Representatives for this project and shall determine the quality and acceptance of this project. These representatives shall determine the technical and qualitative issues of this project.

**14. COSTS INCURRED**

- A. Respondents are solely responsible for any costs incurred as a result of responding to this advertisement. No compensation of any kind will be considered by the City of Everman or expenses incurred in the preparation or submission of Requests for Qualifications (RFQs) or Requests for Proposals (RFPs).

**15. PAYMENT**

- A. Pay estimates shall be provided by the successful firm to the City of Everman monthly and are due by the 20<sup>th</sup> day of the month, or by the first weekday thereafter should those dates fall on a weekend.
- B. The contract awarded will be governed by the laws of the State of Texas and is deemed payable and performable in Tarrant County, Texas. The venue for all disputes thereunder shall lie in Tarrant County, Texas.

**16. INSURANCE AND BONDS**

- A. The following will be required of the successful respondent:
  - 1. Insurance
    - a. Contractual Liability Insurance covering the indemnity in the same amount and coverage as provided for the Commercial General Liability Policy, specifically referring to this contract.
    - b. Owner’s protective liability naming City of Everman, Texas, its offices, agents and employees, and the engineer as insured in the same amount and coverage as provided for in the Commercial General Liability Policy

2. Bonds
  - a. Payment, Performance and Maintenance Bonds equal to 10% of total project cost
  - b. Design professionals on the Project who will be stamping the as-built plans must be covered by professional liability insurance in a coverage amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. Design Professionals on the Project must be licensed and registered to practice their profession in the State of Texas. All registrations must be current.
- B. Insurance shall be submitted to the City of Everman, no later than ten (10) calendar days following the contract execution date.

**17. ERRORS AND OMISSIONS**

- A. The City of Everman reserves the right to reject any or all submissions, or to select the Proposal the best meets the needs of the City of Everman. The City of Everman reserves the right to waive any irregularities in submissions. The City of Everman reserves the right to request additional information from submitting firms.
- B. Respondents assume all responsibility to submit accurate and detailed information associated with their RFQ and RFP. It is the responsibility of the respondent to examine the project location to determine potential issues. It is the responsibility of the respondent to seek clarification from the City of Everman representatives of any unclear, ambiguous, incorrect, omitted or otherwise deficient aspect of this advertisement.

**18. CITY OF EVERMAN CONTACT INFORMATION**

- A. Questions regarding this project, RFQ/RFP, etc. shall be directed to Craig Spencer, at the City of Everman, E-mail: [cspencer@evermantx.net](mailto:cspencer@evermantx.net); Phone: (817) 293-0525 ext. 316

**19. SITE VISIT**

- A. A site visit is not required prior to submission of the RFQ/RFP, but if desired, can be completed after the pre-response meeting.

END OF SECTION

DESIGN CRITERIA

PACKAGE

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This section describes the project in general and provides an overview of the extent of the work to be performed by the DESIGN/BUILDER. Detailed requirements and extent of work is stated in the applicable Specification sections and shown on the Plans. DESIGN/BUILDER shall, except as otherwise specifically stated herein or in any applicable part of these Contract Documents, provide and pay for all labor, materials, equipment, tools, construction equipment, and other facilities and services necessary for proper execution, testing, and completion of the work.
- B. Any part or item of the work which is reasonably implied or normally required to make each installation satisfactorily operable shall be performed by the DESIGN/BUILDER and the expense thereof shall be included in the applicable unit prices or lump sum prices bid for the work. It is the intent of these Specifications to provide the OWNER with the complete operable systems, subsystems, and other items of work. All miscellaneous appurtenances and other items of work that are incidental to meeting the intent of these Specifications shall be considered as having been included in the applicable unit prices or lump sum prices bid for the work even though these appurtenances and items may not be specifically called for in the Specifications.

1.02 DESCRIPTION OF THE PROJECT

- A. The Work includes clearing and construction necessary for the work as indicated in the Criteria Package Documents (performance standards and drawings) for the City Annex Building and the Fire Station Remodel at 213 North Race Street and 400 West Enon Avenue (respectively), Everman, Tarrant County, Texas 76140.
  - 1. Successful respondent shall provide all design and construction services (design-build) for a 6,000+/- sf City Annex Building and a Remodel of roughly 2,400+/- sq ft. of living quarters inside the existing Fire Station. The project consists of all engineering, architectural plans, and construction associated with the new City Annex Building and Fire Station Remodel.
  - 2. Design for the City Annex Building shall include connection to all public systems including but not limited to water, sewer, and electric, foundation and structural design, for a complete and functional building that will be used as an event space, offices, meeting room, kitchen, bathrooms, and associated storerooms. Design for the Fire Station Remodel shall include MEP Engineering and all Architectural and Structural Plans for the demo and remodel of offices, dorms, kitchens, bathrooms, gear rooms and associated storage rooms inside the existing fire station. Building and site designs shall conform to current building and fire code requirements of the City of Everman and Tarrant County. Design and Construction are to be completed with the Fire Station Remodel first and then once completed, begin the City Annex

Building using two separate contracts.

- 3 Design includes conforming to area architectural requirements except for those with written exceptions as granted by the City of Everman.
  - A. The entire facility is to be designed and built in accordance with the Criteria Package Documents and as otherwise required.
    1. The Criteria Package Documents are to be considered basic and not complete. Final engineering and design required for the complete construction of the Fire Station and appurtenances will be the responsibility of the winning Proposer (“Design/Builder”).
    2. Such design and construction shall be in full compliance with, and shall meet all applicable provisions of the codes, regulations, rules, and ordinances of the State of Texas, as administered by Tarrant County, and other regulatory agencies whose regulations are applicable.

### 3.02 WORK SEQUENCE

- A. The DESIGN/BUILDER is required to determine his own method of construction and detailed work sequence so long as the restraints are observed and the overall project completion time is achieved (identified and agreed upon by both parties in the Contract Documents).
- B. The DESIGN/BUILDER shall, prior to notice to proceed, prepare and submit a construction schedule to the OWNER for approval.

3.03 CONSTRUCTION CRITERIA

- A. The DESIGN/BUILDER shall maintain all public streets in a condition such that vehicles and pedestrian traffic may be maintained at all times. All excavated material, construction materials, construction equipment, and construction vehicles shall be placed so as not to cause traffic hazards. If DESIGN/BUILDER'S operations cause traffic hazards, DESIGN/BUILDER shall repair the road surface, provide temporary ways, erect wheel guards or fences or take other measures for safety satisfactory to the CONSULTANT and the OWNER.
- B. The DESIGN/BUILDER shall take all necessary precautions to prevent injury to the public in the construction area. Such precautions shall include, but not necessarily be limited to, the use of flagmen, the use of police, the erection of warning signs and/or the use of other means required by the OWNER. The DESIGN/BUILDER shall be fully responsible for damage and injuries whether or not precautions have been provided.
- C. The DESIGN/BUILDER shall sequence all work such that at least one lane is open to traffic in all public streets at all times. At all times that one traffic lane must be closed, the DESIGN/BUILDER's Traffic Control Plan shall include uniformed flagmen. Also, work shall be sequenced such that all lanes of traffic are open and vehicular access is provided to all businesses and residences on Saturdays, Sundays, and Holidays.
- D. When detours are necessary, DESIGN/BUILDER shall provide all necessary barriers, warning and direction signs, warning lights, flagmen, police protection, and/or any other protective devices required by the OWNER. The DESIGN/BUILDER shall request detours from, coordinate with, and secure the required permits from the OWNER.
- E. The DESIGN/BUILDER shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the DESIGN/BUILDER, such property shall be restored by the DESIGN/BUILDER, at his expense, to a condition similar or equal to that existing before the damage was done, or he shall make good the damage in other manners acceptable to the CONSULTANT.
- F. During the course of the work, the DESIGN/BUILDER shall keep the site of his operations in as clean and neat a condition as is possible. He shall dispose of all residue resulting from the construction work and, at the conclusion of the work, he shall remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures, and any other refuse remaining from the construction operations, and shall leave the entire site of the work in a neat and orderly condition.

3.04 DESIGN/BUILDER'S RESPONSIBILITIES

- A. Execute all work. The work of this Contract is generally specified in the Contract Documents.
- B. Arrange for the securing of any necessary permits and pay for the same.
- C. Arrange for the necessary temporary water service and pay for this service and all water consumed during the construction work.
- D. Provide adequate temporary sanitary facilities.
- E. Secure all necessary building permits and furnish, install, maintain, and remove all temporary electric service facilities for construction purposes, and pay for all electrical energy consumed for construction purposes, until final acceptance by the OWNER or until the CONSULTANT certifies Substantial Completion. DESIGN/BUILDER shall be responsible for determining the total temporary electrical need and shall provide it accordingly. The temporary electrical service shall meet NEC, OSHA, and all other local safety codes.
- F. Provide and pay for temporary service for lighting of temporary facilities.
- G. Provide initial and replacement lamps, wiring, switches, sockets, and other necessary electrical equipment required for temporary lighting and for small power tools.
- H. Provide wiring, equipment, and connections for portable or temporary heating units.
- I. Provide temporary heater; make all arrangements and pay all fuel costs; supervise and maintain all heating units.
- J. Provide adequate dewatering of the site as required for the work throughout the time required to complete the work as shown on the Plans and specified hereinafter.
- K. Provide all other temporary facilities, services, and all items as called for in the Contract Documents.
- L. DESIGN/BUILDER shall be responsible to locate all underground utilities, pipelines, conduits, etc. for obstructions to the project as designed prior to commencing construction. DESIGN/BUILDER shall notify consultant of said obstructions.
- M. Field verifications and modifications to design locations shall be considered incidental to project and included in the unit price bid found in these Construction Documents.

END OF SECTION

## Questions for Qualifications Statement:

**The City has listed below a few select questions. The questions listed below will be rated by appointed officials and city staff. Please answer the following questions in detail.**

Why do you believe your firm would be a good choice for our project? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please provide the following information in the sequence and format prescribed. Supplemental materials may be attached, but the information requested below is to be provided in this format.

1. Firm Information: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_

State of Creation: \_\_\_\_\_

Address of Office performing work: \_\_\_\_\_  
Primary individual to contact: \_\_\_\_\_

Phone, email, fax: \_\_\_\_\_

2. Financial Information:  
Provide name, address, and phone number of financial institution (and name/phone number of financial officer) where construction funds will be deposited and from which payments will be drawn. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Provide name, address, and phone number of the bonding company and name and address of agent. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Is the firm a member of DBIA (Design-Build Institute of America)? \_\_\_\_\_

5. Does the firm have an accredited design-build professional on staff? \_\_\_\_\_

6. If yes, how many years on staff? \_\_\_\_\_

7. Does the firm have an accredited LEED professional on staff? \_\_\_\_\_

8. If yes, how many years on staff? \_\_\_\_\_

9. How many years have the architectural firm and general contractor worked together as a design-build team? \_\_\_\_\_

10. Is the design-build team integrated? \_\_\_\_\_

11. List key personnel assigned to this project and the roles they will perform. Please provide a brief resume of each listed person. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. How many projects has your team completed in the past five (5) years, and of those, how many were municipal or county projects?  
\_\_\_\_\_

13. Please list the last five (5) municipal or county projects with references.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. How many full-time superintendents would you expect to assign to this project while under construction? \_\_\_\_\_

15. What percentage of work is your firm capable of self-performing for a typical construction project without using subcontractors? \_\_\_\_\_

16. Tell us your previous design-build experience specifically regarding the remodeling of commercial property. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. Based on your experience, what is your projected timeline the design-build team would commit to such as starting date, construction target dates, and occupancy date? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. Please add additional comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19. Please provide AIA Form 305 Contractors Qualification Statement.



## FORM 1295 REQUIREMENTS

The Texas Legislature passed House Bill 1295 (“HB 1295”) during the 84<sup>th</sup> Legislative Session, which enacted Section 2252.908, Government Code, imposing new requirements for contracts entered into by governmental entities. These new requirements require a business to file a disclosure of interested parties form with a governmental entity for any new, amended, extended, or renewed contract between the person/business and the governmental entity. The Texas Ethics Commission (TEC) has formulated administrative rules and FORM 1295 to be used by the business to make disclosures to governmental entities for contracts under consideration.

This information is available on the website of the Texas Ethics Commission

([https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm))

1. The business registers for an online account with the TEC.
2. The business accesses the TEC website and completes an online FORM 1295, making all necessary disclosures required by HB 1295. (Some of the information needed for the business to complete FORM 1295 will need to be provided by the governmental entity.)
3. The TEC website then generates a PDF version of FORM 1295 with a “certificate number” as a certification of filing.
4. The business then prints off, executes and notarizes a hard copy of FORM 1295 and submits it to the governmental entity on or before the award of the contract.

The District will not enter into a contract until a completed FORM 1295 with a TEC certificate number is received.

Please use the following information to fill out FORM 1295:

**“District Name”:** City of Everman

**“Contract ID Number”:** \_\_\_\_\_

**“Description of goods and services to be provided”:** Design/Build services for City Annex and Everman Fire Station.

Prohibition on Boycotting Israel Verification

This Verification is hereby incorporated into the terms of the contract by and between The City of Everman and \_\_\_\_\_.  
\_\_\_\_\_ entered into this the  
\_\_\_\_\_ of \_\_\_\_\_, 2020.

As required by Chapter 2270, Government Code, \_\_\_\_\_ **[Name of Company]** hereby verifies that \_\_\_\_\_ **[Name of Company]** does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

As required by law, \_\_\_\_\_ **[Name of Company]** hereby represents and warrants that at the time of this Contract neither the \_\_\_\_\_ **[Name of Company]**, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the \_\_\_\_\_ **[Name of Company]** (i) engages in business with Iran, Sudan or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller under Sections 806.051, 807.051 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

\_\_\_\_\_  
Contractor

State of Texas  
County of \_\_\_\_\_

Before me, a notary public, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained in Paragraph 1A and B are true and correct.

(Personalized Seal)

\_\_\_\_\_  
Notary Public's Signature