



**HEART OF TEXAS**  
**Behavioral Health Network**

**Request for Proposals**  
**RFP 24-004**

**Lawncare and**  
**Landscape Maintenance**  
**Services**

**McLennan County**  
**June 2024**

**Heart of Texas Behavioral Health Network**  
**Procurement Manager**  
**6400 Imperial Drive**  
**P.O. Box 890**  
**Waco, Texas 76703-0890**

**(254) 297-7059**

**[contractsmanagement@hotbhn.org](mailto:contractsmanagement@hotbhn.org)**

**Issue Date: June 28, 2024**

**Due Date: July 18, 2024 10:30 a.m. (CST)**



## INVITATION

### **Request for Proposals RFP 24-004 Lawncare and Landscape Maintenance Services McLennan County Offices**

Heart of Texas Behavioral Health Network (“BHN”) is hereby accepting Competitive Bid Proposals from Vendors experienced in Groundskeeping Services, for our offices throughout McLennan County Texas.

Vendors wishing to submit proposals are encouraged to submit a written letter of intent to propose by **Wednesday, July 3, 2024, at 4:00 p.m. CST**. A formal letter sent as an email attachment to the Procurement Manager at [contractsmanagement@hotbhn.org](mailto:contractsmanagement@hotbhn.org) will be accepted. The letter must identify the name, address, phone number and email address of the person who will serve as the key contact for all correspondence regarding this RFP. Subject line for an email or Fax should be **“Letter of Intent for - RFP 24-004 Lawncare & Landscape Maintenance Services – McLennan County Offices .”**

A letter of intent is required in order for Heart of Texas BHN to provide interested vendors with a list of any questions received and the Network’s answers to those questions. Those providing a letter of intent will also be notified of any amendments or addenda that are issued. If a letter of intent is not submitted, it will be the vendor’s responsibility to monitor the website to get answers to questions and for any amendments or addenda issued for this RFP. Proposers shall pay particular attention to all **INSTRUCTIONS, REQUIREMENTS, ATTACHMENTS and DEADLINES** indicated in the attached proposal and should govern themselves accordingly.

In accepting proposals, Heart of Texas BHN reserves the right to reject any and all proposals, to waive formalities and reasonable irregularities in submitted documents, and to waive any requirements in order to take the action, which it deems to be in the best interest of BHN and is not obligated to accept the lowest proposal. This RFP does not obligate BHN to pay for any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, this RFP does not obligate BHN to accept or contract for any expressed or implied services.

The written requirements contained in this Request for Proposal (RFP) shall not be changed or superseded except by written addendum from Heart of Texas BHN’s Procurement Manager. Failure to comply with the written requirements for this RFP may result in disqualification of the submittal by Heart of Texas BHN.

Regards,

Daniel Thompson,  
Chief Executive Officer  
Heart of Texas Behavioral Health Network

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## **Section I. – Overview**

### **Background and Objectives**

Heart of Texas Behavioral Health Network (“BHN”) is a unit of local government with non-profit status and was created in 1967 to provide community-based services beginning in the summer of 1969. Heart of Texas BHN is the designated Behavioral Health and/or Intellectual Developmental Disability (IDD) local authority established by the State of Texas to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based Behavioral Health and/or IDD services for the residents of Bosque, Falls, Freestone, Hill, Limestone, and McLennan Counties.

Heart of Texas BHN is requesting Proposals for the selection of a contractor or contractors to provide groundskeeping services for multiple commercial facilities within McLennan County for a base period of two (2) years beginning August 1 2024 through August 31, 2025 with two (2) one (1) year renewal options through year 2026 at the sole discretion of Heart of Texas BHN.

Heart of Texas BHN has fixed pricing budgets and all pricing quoted should remain fixed for the duration of the contract. Our goal is to employ best practices and cost effectiveness which combine to provide the best value for BHN.

### **Mandatory Site Assessments**

Site assessments are mandatory for understanding the size and groundskeeping needs of each designated facility. All assessments of properties should be self-conducted by vendors, and it is the recommendation of BHN that assessments be completed no later than 12:00 p.m. on Tuesday, July9, 2024, in order to submit Vendor Questions on the same date by 4:00 p.m. CST.

Addresses for the designated BHN facilities can be found on Page 25 of this document. Vendors are asked to provide a list of any proposed site assessments, including the date of visit, prior to traveling to the facilities. Assessment lists should be emailed to [contractsmanagement@hotbhn.org](mailto:contractsmanagement@hotbhn.org) with the subject line “ **RFP 24-004 Lawncare & Landscape Maintenance Services – McLennan County Offices Completed Site Assessment List McLennan County**”, for notification of facility staff that visitors will be walking outside their facilities on the dates provided.

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**Section II. - Request for Proposal (RFP) Timeline and Events**

*Note: Heart of Texas BHN reserves the right to adjust this schedule, as necessary. Any significant change to the schedule will be published via RFP Amendment.*

Request for Proposal Issued	Friday, June 28, 2024
Formal Letter of Intent to Bid	Wednesday , July 3, 2024, by 4:00 PM C
Mandatory Site Assessments	Recommendation to be completed between Friday, July 5, 2024, and Tuesday July 9, 2024.
Vendor Questions Deadline	Tuesday, July 9, 2024, by 4:00 pm CST
Answers to RFP Questions Released	Thursday, July 11, 2024, by COB (5:00 pm CST)
Deadline for RFP Submission	Thursday, July 18, 2024, by 10:30 a.m. CST
Proposal Opening	Thursday, July 18, 2024, at 11:00 a.m. CST **A private Proposal opening will be held following receipt of all Proposals at: 6400 Imperial Drive, Waco, Texas 76712
Anticipated Award Date	Contingent upon Board Approval, Board Meeting date to be determined.

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## Section III – General Instructions

### **Information to Proposers**

*All requirements may not be included in this section. The respondent is cautioned to read this RFP in its entirety to determine ALL requirements. Heart of Texas BHN reserves the right to reject a proposal that does not contain all information and attachments required by this RFP.*

### **A. RFP Timetable**

The schedule for this RFP is as follows:

- a. RFP Available June 28, 2024.
- b. Deadline for Letters of Intent to Bid is July 3, 2024, by 4:00 p.m. CST.
- c. Deadline for questions from Vendor is July 9, 2024, by 4:00 p.m. CST.
- d. Deadline for BHN to respond and post Vendor Q & A is COB on July 11, 2024.
- e. All proposal submissions are due Thursday, July 18, 2024, by 10:00 a.m. CST.

### **B. Criteria for Evaluation**

#### **1. Identification.**

Each proposal page must contain the name of the proposing entity.

#### **2. Cover Page.**

This page must state the RFP subject “**RFP 24-004 Lawncare & Landscape Maintenance Services – McLennan County Offices**”, the business name, contact name and title, address, telephone number, email address, and the date of the proposal submission. If the contact person responsible for answering technical and contractual questions in respect to this proposal is different than the respondent, then include this individual’s name, title, telephone number, and email address on the cover page.

#### **3. Letter.**

Submit a signed letter briefly addressing the respondent’s understanding of the work to be done, the commitment to do the work requested in the RFP, and a statement explaining why the respondent believes it is best qualified to provide the requested service. This letter is not intended to be a summary of the proposal itself.

#### **4. Detailed Proposal.**

The detailed proposal must address respondent’s ability to provide equipment and services specified in or otherwise required to comply with RFP specifications. This will include clear identification of all services provided and supporting fee structure as applicable.

#### **5. References.**

The Proposer is required to submit with their proposal a comprehensive list of references. A minimum of three (3) references where proposer has provided services that pertain to this type of work outlined in the RFP.

**References shall include company name, address, telephone number, fax number, contact person and email address.** The proposer must agree to authorize client to furnish any information required by BHN to verify references provided and for determining the quality and timeliness of previous work performed.

#### **6. Financial Information.**

Proposer must submit a copy of their last AUDITED financial statement. A letter from your CPA is an acceptable alternative for Non-Public companies but must include a statement that financial solvency is adequate to meet expenditures for at least one (1) year.

7. **Signature.**

The proposal must be signed by a person or officer of the company that is authorized to enter into contractual agreements on behalf of the company.

8. **Attachments.**

Print and submit attachments identified in the proposal.

**\*\* Proposers are encouraged to include any additional descriptive literature regarding your services which might be of assistance in the decision-making process. \*\***

C. **Questions**

**Questions from Vendors  
BHN Response to Questions**

Tuesday, July 9, 2024, by 4:00 pm CST  
Thursday, July 11, 2024 by COB (5:00 pm CST)

All questions concerning the specifications of this RFP must be submitted in writing to [contractsmanagement@hotbhn.org](mailto:contractsmanagement@hotbhn.org) with the subject line “**RFP 24-004 Lawncare & Landscape Maintenance Services – McLennan County Offices Questions**”.

Questions and answers will be posted on the BHN Website at: <https://www.hotbhn.org/human-resources/procurement> by the date and time stated above.

D. **Bid Submission**

One (1) original and (1) electronic version (Flash Drive) of the complete signed submittal must be received by Thursday, July 18, 2024, at 10:30 a.m. CST. Proposals must be submitted in a sealed envelope stating on the outside, the submitting firm name, address, and “**RFP 24-004 Lawncare & Landscape Maintenance Services – McLennan County Offices, DO NOT OPEN UNTIL THURSDAY, JULY 18, 2024 AT 11:00 A.M. CST**” to:

Heart of Texas Behavioral Health Network  
Procurement Manager  
6400 Imperial Drive  
Waco, TX 76712

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:30 a.m. – and 5:00 p.m. CST, Monday through Friday, excluding holidays observed by BHN. Submitting firms are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. The Proposal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the submitting firm. Include **Attachment A – Signature Page** with the completed Proposal response.

**Section IV – Terms and Conditions**

A. **Non-Discrimination Policy Statement**

Heart of Texas BHN does not discriminate against any individual or Vendor/Proposer/Contractor with respect to his/her compensation, terms, conditions, or award of contract because of race, color, religion, sex, national origin, age, disability or political affiliation. Nor does it limit, segregate, or classify candidates for award of contract in any manner which would deprive or tend to deprive any individual or company of business opportunities or otherwise adversely affect status as a Vendor/Proposer/Contractor because of race, color, religion, sex, national origin, age, disability or political affiliation.

## **B. Immigration Reform and Control Act and E-Verify**

The Vendor shall provide appropriate identification and employment eligibility documents and complete a USCIS FORM I-9 to meet requirements of the Immigration and Reform Control Act of 1986.

**E-Verify Certification** - Vendor further agrees to utilize the U.S. Department of Homeland Security's E-Verify system (<https://www.e-verify.gov/>) to determine the eligibility of all persons assigned to perform work pursuant to award of a Contractor.

**A copy of the "Maintain Company Page" from E-Verify or other proof of the utilization of E-Verify will need to be included in the RFP Attachments to prove that the company is enrolled in E-Verify.**

## **C. Proposal Guarantee/Award Procedure**

It is anticipated that a recommendation for award for this proposal will be made no more than thirty (30) days after the **PROPOSAL DUE DATE**. All interested parties are required to guarantee their proposal is an **irrevocable offer valid for one hundred twenty (120) days after the proposal due date**. Heart of Texas BHN in its sole and absolute discretion shall have the right to award proposal for any or all items/services listed in each proposal, shall have the right to reject any and all proposals as it deems to be in its best interests, to waive formalities and reasonable irregularities in submitted documents, shall not be bound to accept the lowest proposal and shall be allowed to accept the total proposal of any one vendor.

## **D. Permits**

Any and all permits/license as required by authorities having jurisdiction; local, state, county and/or federal, are the total responsibility of the proposer and must be obtained prior to commencement of any work or service. Any and all expense/cost related to obtaining required permits/license is the sole responsibility of the proposer.

## **F. Contractor Requirements and Responsibilities**

The Contractor agrees to perform all work and to take any required actions, including the furnishing of all supervision, labor, materials, tools, machinery, equipment, insurance, services and transportations required for the accomplishment and completion of Groundskeeping Services as described in these specifications, at the locations listed. Services are to be rendered in a skillful manner, with consideration for building occupants, and in accordance with the provisions of this contract.

It shall be the responsibility of all Contractors, **prior to submitting their Proposal**, to personally visit each site. Each Contractor shall verify all existing conditions and all work required for the services as outlined by the specifications. Add-ons resulting from oversight by Contractor during the verification process will not be accepted.

## **G. Invoicing/Payments**

The Contractor is to submit properly completed invoice (s) in accordance with agreed upon terms as outlined in the final contract. A copy of all invoices must also be submitted to Procurement Manager via email at [contractsmanagement@hotbhn.org](mailto:contractsmanagement@hotbhn.org).

## **H. Price Adjustments**

**The contractor will be required to honor their proposal prices for the term of the contract period.** If, during the Service Term of this Contract there is legislation enacted regarding an increase or increases in the minimum wage rate law or increase mandated in Worker's Compensation rates by

the State of Texas Board of Insurance, the Contractor may submit a request or requests for an increase in the fees.

**I. Historically Under-Utilized Business (HUB)**

Heart of Texas BHN shall make a good faith effort to utilize Historically Under-Utilized Businesses (HUB'S) in contracts for Construction, Services (including professional and consulting services), and commodities. If the proposer is a HUB, please submit proof of Historically Underutilized Business "HUB" state certificate and /or local M/W/DBE certificate. (See Attachment B-1)

If your company is not certified, please submit Attachment B-1 and submit with your proposal.

If you intend to subcontract any of the services, please complete Attachment B-2. If not subcontracting any of the work mark accordingly on the form and submit with your Proposal.

**J. Minority/Women and / or Disadvantaged Business**

Heart of Texas BHN shall make a good faith effort to utilize Minority/Women and/or Disadvantaged Businesses Enterprise (M/W/DBE) in contracts for Construction, Services (including professional and consulting services), and commodities. If the proposer is a HUB, please submit proof of Historically Underutilized Business "HUB" state certificate and /or local M/W/DBE certificate. (See Attachment B-1)

**K. Direct or Indirect Assignment**

The selected Vendor/Proposer/Contractor will not be permitted to assign its rights and duties directly or indirectly under the contract without express approval from BHN.

**L. Form W-9**

Vendors are to complete a W-9 Form and submit with Proposal Documents. (See Attachment C)  
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

**M. Audits**

In compliance with Section 2262.003, government Code, as amended by House Bill 905 of the 79<sup>th</sup> Regular Session of the Texas Legislature, Heart of Texas BHN and contractor do hereby agree:

1. **Access.** In addition to any right of access arising by operation of law, contractor and any of contractor's affiliate or subsidiary organizations or subcontractors shall permit HHS or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including the Comptroller General of the United States, the Office of the Inspector General at HHSC (OIG) and the State Auditor's Office (SAO) or any of their successor agencies, unrestricted access to and the right to examine any site where business is conducted or client services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this contract. If deemed necessary by DSHS or the OIG, for the purpose of investigation or hearing, contractor shall produce original documents related to this contract. HHSC shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.
2. **State Auditor's Office.** Contractor shall, upon request, make all records, books, papers, documents, or recordings related to this contract available for inspection, audit, or reproduction during normal business hours to any authorized representative of the SAO. Contractor understands that the acceptance of funds under this contract acts as acceptance of the authority of the SAO, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor

shall cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested, and providing access to any information the SAO considers relevant to the investigation or audit. The SAO's authority to audit funds shall apply to Agreement funds disbursed by BHN to its subcontractors, and BHN shall include this provision concerning the SAO's authority to audit and the requirement to cooperate, in any contract BHN awards.

3. **Retention of Records.** Contractor agrees to retain all records pertaining to this contract that are subject of pending litigation or an audit until the litigation and any appeal thereof has ended or all questions pertaining to the audit are resolved. In addition, contractor shall retain for six (6) years following the expiration or termination of the contract or for a longer period if required by statute or regulation, all documents required under this contract.

## **Section V – General Provisions**

### **A. Modification or Withdrawal of Proposals.**

Any proposal may be modified or withdrawn prior to deadline, provided such modification or withdrawal is submitted prior to the deadline. Any modification received after the deadline shall be deemed late and will not be considered.

### **B. Offer and Acceptance Period**

All proposals must be an irrevocable offer valid for one hundred twenty days (120) after the proposal opening date.

### **C. Late Proposals**

Any proposal received after the stated deadline shall be deemed late and will not be considered.

### **D. Irregularities in Proposals**

Except as otherwise stated in this Request for Proposal, evaluation of all proposals will be based solely upon information contained in the Contractor's response to this proposal. Heart of Texas BHN shall not be held responsible for errors, omission, or oversights in any proposer's response to this proposal. Heart of Texas BHN may waive technical irregularities which do not alter the price or quality of the services.

Heart of Texas BHN has the right to reject proposals containing a statement, representation, warranty, or certification which is determined by BHN and its legal counsel, to be materially false, incorrect, misleading, or incomplete. Additionally, any errors, omissions or oversights of a material nature may constitute grounds for rejection of any proposal.

The inability of a Proposer to provide one or more of the required components or specified features or capabilities required by this Proposal does not, in and of itself, preclude acceptance by Heart of Texas BHN of the Proposal. All Proposals will be evaluated as a whole and for the best interests of Heart of Texas BHN.

### **E. Oral Presentation**

Any proposer that submits a proposal in response to this request may be required to make an oral presentation, in person or by telephone, for further clarification upon Heart of Texas BHN's request.

**F. Amendments to the Proposal**

If it becomes necessary to revise any part of this proposal package or if additional information is necessary to clarify any provision, the revision and/or additional information will be provided to each proposer via faxed amendment or email named on the submitted letter of intent as referenced in the Invitation. The information will also be posted on the website.

**G. Retention of Proposals**

All Proposals considered by Heart of Texas BHN shall become the property of Heart of Texas BHN and shall not be returned. After opening, each Proposal, except those portions for which a proposer has included a written request for confidentiality (e.g., proprietary information), shall be open to public access.

**H. Notice “Not to Participate” Form**

Proposers are asked to respond to the proposal request whether they can or cannot provide the products, supplies and/or services listed in the proposal request. (See Attachment D)

**I. Incurred Expenses**

Heart of Texas BHN shall not be responsible for expenses incurred by a proposer in the preparation and submission of a proposal. This provision also includes any costs involved in providing an oral presentation of the proposal during the selection process and after the selection process.

**J. Deviation Form**

Each proposal shall contain a Deviation form, which states the perspective proposers’ commitment to the provisions of this Request for Proposal. An individual authorized to execute contracts shall sign the Deviation form. Any exceptions taken to the terms and conditions identified in this Proposal Package must be expressly stated in the Deviation form. (See Attachment E)

**K. Labor Materials and Workmanship**

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality as specified. The contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. All materials and/or equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise provided in the contract documents.

**L. Guarantees**

The contractor shall remedy any defects due to faulty materials or workmanship and pay for damage to other work resulting there from which shall appear within a period of one year from the date of acceptance of the work by Heart of Texas BHN. Heart of Texas BHN shall give the contractor written notice of observed defects with reasonable promptness. The contractor shall also transfer any and all manufacturer’s warranties.

**M. Prohibited Materials**

The contractor will comply with all laws and regulations related to prohibited materials.



**N. Subcontractors**

All provisions and/or stipulations within this proposal also apply to any authorized subcontractors. The contractor shall be fully responsible to Heart of Texas BHN for all acts and omissions of the subcontractors, suppliers and other persons and organizations performing or furnishing any of the work under the direct or indirect contract with the contractor just as the contractor is responsible for the contractor's own acts and omissions.

**O. Service Schedule**

Contractor must not interfere with or disrupt the operations of the facility. Contractor must be aware of and sensitive to Heart of Texas BHN's staff and consumers when executing work.

**P. Term of Contract**

The intent of the Request for Proposal is to award a for a base period of two (2) years beginning September 1, 2024 through August 31, 2025 with two (2) one (1) year renewal options through year 2026 at the sole discretion of Heart of Texas BHN, based upon satisfactory performance, which will be reviewed on a quarterly basis.

The Contract shall commence with the qualified Contractor September 1, 2024, and shall remain in effect unless terminated, canceled, or extended, as otherwise provided herein.

**Q. Funds Availability**

The contract is at all times contingent upon availability and receipt of funds that BHN has allocated to this contract, and if funds for this contract become unavailable during any budget period, the contract may be immediately terminated or reduced at the discretion of BHN.

**R. Pricing**

The intent of the Proposal is to award the contract to the qualified vendor/contractor who can provide best practices, cost effectiveness, and meet all specified requirements of this Request for Proposal in order to be considered of best value to BHN.

**S. Taxes**

Heart of Texas BHN is an exempt organization as defined by Chapter 11 of the Property Tax Code of Texas and is hereby exempt from payment of Sales Tax under Chapter 151, Limited Use Sales, Excise and Use Tax, Texas Tax Code and article 1066 (C), Local Sales and Use Tax Act, Revised Civil Statutes of Texas.

**Section VI – Insurance Requirements**

Contractor shall maintain, during the term of the contract, the following minimum insurance:

**A. Policies, Coverage and Endorsements**

The contractor shall maintain, at its sole cost and expense, policies of general and/or professional liability insurance coverage with limits in the amount of at least \$1,000,000.00 each occurrence and \$3,000,000.00 general aggregate for bodily injury and Property Damaged combined in order to ensure contractor and BHN against any claim for damages arising in connection with contractor's responsibilities during the term of the contract. Proof of Workers' Compensation insurance with the statutory requirements must be provided for its employees.

**B. Insured Parties**

All policies excluding professional liability and workers' compensation shall contain a provision naming BHN (and its officers, agents and employees) as Additional Insured parties and the Certificate Holder on the original policy and all renewals or replacements during the term of the contract.

**C. Subrogation**

All policies must contain a Waiver of Subrogation endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against Heart of Texas BHN, its officers, agents, or employees.

**D. Proof of Insurance**

The policies, coverages and endorsements required by this provision shall be shown on a Certificate of Insurance on which **Heart of Texas BHN must be listed as an Additional Insured Party** (excluding professional liability and workers' compensation) and the Certificate Holder and which should be furnished to BHN PRIOR TO THE COMMENCEMENT OF THE CONTRACT. BHN reserves the right to request copies of all insurance policies and applicable endorsements. BHN may withhold payments under the terms of the contract until the contractor has furnished BHN copies of all Certificate of Insurance or requested copies of all insurance policies and applicable endorsements from the insurance carrier or carriers showing that such insurance is in full force and effect.

**E. Cancellation**

New Certificates of Insurance shall be furnished to BHN at the renewal date of all policies named upon these Certificates. The contractor shall give BHN thirty (30) days prior written notice of any proposed cancellation of any of the above-described insurance policies.

**Section VII – Indemnification**

Contractor hereby agrees to the extent permitted under the laws of the State of Texas to indemnify and hold harmless Heart of Texas BHN, its trustees, officers, employees, and agents from and against all liabilities, claims, actions, expenses (including attorneys' fees and costs related to the investigation of any such claim, action, or proceeding), obligations, losses, fines, penalties, and assessments resulting from or arising out of the non-performance or the negligent performance of Contractor's obligations under this Agreement, whether by the Contractor, its directors, officers, employees, or agents.

Heart of Texas BHN hereby agrees to the extent permitted under the laws and the Constitution of the State of Texas to indemnify and hold harmless the Contractor, its trustees, officers, employees, and agents from and against all liabilities, claims, actions, expenses (including attorneys' fees and costs related to the investigation of any such claim, action, or proceeding), obligations, losses, fines, penalties, and assessments resulting from or arising out of the non-performance or the negligent performance of BHN's obligations under this Agreement, whether by the Authority, its directors, officers, employees, or agents.

## **Section VIII – Proposal Clauses and Provisions**

### **A. Independent Contractor**

Contractor and contractor's employees, representatives, agents, subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the contract. Neither Contractor nor BHN is an agent of the other and neither may make any commitments on the other party's behalf. Should Contractor subcontract any of the services required in the contract, Contractor expressly understands and acknowledges that in entering into such subcontract(s), BHN is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract. Contractor shall have no claim against BHN for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The contract shall not create any joint venture, partnership, agency, or employment relationship between Contractor and BHN.

### **B. Abandonment or Default**

If the selected contractor defaults on the contract, BHN reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next best responsive and responsible respondent. The defaulting contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work unless the specification or scope of work significantly changed.

### **C. Governing Law and Venue**

The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of McLennan County, Texas.

### **D. Corporate Compliance**

Heart of Texas BHN has an ongoing commitment to ensure that its affairs are conducted in accordance with applicable law and sound ethical business practice. The selected contractor agrees to adopt and implement a Business Code of Conduct and Corporate Compliance similar to those adopted by BHN and consistent with state and federal law. The contractor shall develop and implement a process for its employees and contractors to report possible compliance issues including a process for such reports to be fully and independently reviewed.

### **E. Antitrust and Assignment of Claims**

The proposer must certify that they, or anyone acting/representing such firm, corporation, institution, partnership, have not violated the antitrust laws of the state of Texas and that any firm, corporation, partnership or institution represented by the audit firm has not (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this contract.

### **F. Lobbying and Political Activity**

Heart of Texas BHN will request proposer to submit a completed Certification Regarding Lobbying form. (See Attachment F) As required by 31 USC §1352 and UGMS, the contractor shall not use funds received under the contract to pay any person for influencing or attempting to influence an officer or employee of

any agency, federal or state, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any contract or grant an extension, continuation, renewal, amendment or modification of any contract or grant.

#### **G. Conflict of Interest Disclosure**

By submitting a proposal, the selected contractor represents and warrants that neither it nor its employees have an actual or potential conflict of interest in entering a contract with BHN. The contractor also represents and warrants that entering into a contract with BHN will not create an appearance of impropriety. In its proposal, the proposer must disclose any actual or potential conflict of interest that it might have in contracting with BHN. The requirement to disclose any actual or potential conflict of interest will continue during the term of the contract. BHN will decide, in its sole discretion, whether an actual or perceived conflict should result in proposal disqualification or Contract termination.

Chapter 176 of the Local Government Code requires a vendor who enters or seeks to enter into a contract with a local governmental entity, file a “conflict of interest questionnaire” (Form CIQ). The Texas Ethics Commission (TEC) created the Conflict-of-Interest Questionnaire. (See **Attachment G**) When completing the form, Box 1 and Box 7 must be completed. Whether or not a conflict exists determines the other information to include on the form.

A copy of Chapter 176 of the Texas Local Government Code can be found at: <http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>.

#### **H. Filing Form 1295**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. Government Code §2252.908 disclosure requirement applies to a contract entered into on or after January 1, 2016. The selected firm agrees to comply with completing Form 1295 on-line and must be done upon signing of contract. For information regarding the form and the process refer to:

[https://www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php)

(Attachment H)

#### **I. Current and Former BHN Employees**

Proposer must also disclose any of its personnel who are current or former officers or employees of BHN or who are related, within the third degree by consanguinity (as defined by Texas Government Code §573.023) or within the second degree by affinity (as defined by Texas Government Code §573.025), to any current or former officers or executive employees of BHN. (See **Attachment G**)

#### **J. Debts and Delinquencies**

Proposer shall not be indebted to the State of Texas for any reason including tax delinquency (Texas Government Code §403.055); and is not more than 30 days delinquent in child support payments is eligible to receive payments from state funds as required by Texas Family Code §231.006.

#### **K. Debarment, Suspension, Ineligibility and Voluntary Exclusion**

A contractor is federally mandated to adhere to the directions provided in the President’s Executive Order

(EO) 13224, Executive Order on Terrorist Financing-Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/21/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's System for Award Management (SAM), <https://sam.gov/SAM/>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

Proposer certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity and the proposer is in compliance with the State of Texas statutes and rules relating to procurement and the proposer is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

#### **L. Dispute Resolution**

In the event a dispute arises between the parties involving the provision or interpretation of any term or condition of the contract, and both parties desire to attempt to resolve the dispute prior to termination or expiration of the contract, or withholding payments, then the parties may refer the issue to an independent mediation center whose decision will be binding upon both parties.

#### **M. Drug Free Workplace**

The proposer will agree to comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§ 8101-8106 and maintain a drug free work environment; and the final rule, government-wide requirements for drug-free work place (grants) issued by the Office of Management and Budget (C.F.R. Part 182) to implement provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

As a result, the contractor, subcontractors and their employees may not use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on BHN's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs on the job. If BHN or BHN's representative notifies the contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations or has possessed or was under the influence of alcohol or drugs on the job, the contractor shall immediately remove such worker from performing contract work with BHN.

#### **N. General Requirements**

Groundskeeping Services for these facilities shall commence upon the date specified in the executed contract requesting performance of such Groundskeeping Services.

- a. The Contractor's employees will be trained in the various disciplines of Groundskeeping Services in a good and workmanlike manner meeting the highest standards for service of like kind.
- b. A trained supervisor or lead with expertise in Groundskeeping Services shall be present at each Facility during the Contractor's performance of such services.
- c. The telephone number for the Contractor's establishment for Groundskeeping Services during Business Hours on Business Days, shall be provided to the Procurement Manager. A change of the then current telephone number shall immediately be confirmed in writing to the Contract Management Unit. ***The Agency may terminate this Contract upon the Contractor's failure to comply with such notification to the Contracts Management Unit..***
- d. The Contractor shall immediately give verbal notice (confirmed in writing within 24 hours) to the Facilities Supervisor, of any damage to the BHN's equipment, buildings, furnishings or property

caused by the Contractor, or of any damage to third party property during the course of carrying out work for BHN.

- e. The Contractor shall perform the following Groundskeeping Services for each Facility, in accordance with the applicable Facility's Work Schedule defined in sections IX below unless the Contractor receives notice from the BHN's Facilities Supervisor, or designee changing or canceling any or all such services. Services are to be performed during business hours on business days during the Service Terms of this Contract unless otherwise directed or approved by BHN.

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**Section IX – Scope of Work**

**Groundskeeping Services are to be performed at the following address/addresses:**

- 108 W. Ward St., Robinson, Texas
- 101 S. 16th St., Waco, Texas
- 110 S. 12th St., Waco, Texas
- 1105 Jefferson Ave., Waco, Texas
- 114 S. 12th St., Waco, Texas
- 1200 Clifton St., Waco, Texas
- 2010 La Salle Ave., Waco, Texas
- 2111 Austin Ave., Waco, Texas
- 2220 Austin Ave., Waco, Texas
- 2323 N. 39th St., Waco, Texas
- 2800 Lyle Ave., Waco, Texas
- 2820 N 43rd St., Waco, Texas
- 3420 West Waco Dr., Waco, Texas
- 6400/6500 Imperial Drive, Waco, Texas
- 7452 S 3rd St Rd. , Waco, Texas

Mow, shred, edge, trim and rake, as applicable, all lawns, berms, easements, and ditches, in accordance with Facility's Work Schedule. Such services may be considered as performed weekly during the "growing season" and bi-monthly during the non-growing season to maintain a well-manicured appearance. The "growing season" shall be considered from March 15th through October 15th. The remaining annual period represents the "non growth season."

**Work Schedules for each Commercial or Residential Facility**

Heart of Texas Behavioral Health Networks Fiscal Year September 1<sup>st</sup> to August 31<sup>st</sup>

	SECTION A	SECTION B	SECTION C
MONTH	<ul style="list-style-type: none"> <li>• Mowing/Shredding</li> <li>• Weeding/Edging</li> <li>• Weeding Plant Beds</li> <li>• Trimming Trees/Shrubs</li> <li>• Spot Treatments for Insects and Cleanup</li> <li>• Leaf mulching/removal</li> </ul>	Fertilizing Lawns, beds, shrubs and trees.  <i>Minimum amounts needed</i>	Mulching beds and feeding flowering plants.  <i>Minimum amounts needed</i>
September	X 4		
October	X 2	X 1	X 1
November	X 2		
December	X 2		
January	X 2		
February	X 2		
March	X 2	X 1	X 1
April	X 4		
May	X 4		
June	X 4		
July	X 4		
August	X 4		

- a. Visits per month may vary plus or minus depending on the additional services requested; however, visits will be a minimum of 40 per year, per location.
- b. When services for a facility are required four (4) times a month, the services will be performed approximately seven (7) days apart on a business day during business hours.

- c. When services for a facility are required two (2) times a month, the services will be performed approximately fourteen (14) days apart
- d. Trees and shrubs will be trimmed; leaves mulched and/or removed as needed to maintain a well-manicured appearance at each location.
- e. Light trash pick-up shall be provided by Contractor such as picking up of paper prior to and/or after mowing. Contractor shall place light trash in waste container at adjacent occupied facility or remove it from the site. Contractor is required to advise the Facilities Supervisor of any heavy trash found on the properties.

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**X Proposal Reply –Pricing Bid Worksheet**

**Lawncare & Landscape Maintenance Services –  
McLennan County Offices**

<b>Commercial Facilities</b>	<b>Monthly Cost</b>	<b>Annual 12-Month Cost</b>
108 W. Ward St., Robinson, Texas	_____	_____
101 S. 16th St., Waco, Texas	_____	_____
110 S. 12th St. Waco, Texas	_____	_____
1105 Jefferson Ave. Waco, Texas	_____	_____
114 S. 12th St. Waco, Texas	_____	_____
1200 Clifton St. Waco, Texas	_____	_____
2010 La Salle Ave., Waco, Texas	_____	_____
2111 Austin Ave., Waco, Texas	_____	_____
2220 Austin Ave., Waco, Texas	_____	_____
2323 N. 39th St., Waco, Texas	_____	_____
2800 Lyle Ave., Waco, Texas	_____	_____
2820 N 43rd St., Waco, Texas	_____	_____
3420 West Waco Dr., Waco, Texas	_____	_____
6400 / 6500 Imperial Drive, Waco, Texas	_____	_____
7452 S. 3 <sup>rd</sup> Street Rd., Waco Texas	_____	_____
 <b>TOTAL</b>	 =====	 =====

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## **Section XI – Proposal Evaluation and Selection Process**

All responses received as a result of this RFP are subject to evaluation by BHN for the purpose of selecting the Vendor/Contractor with whom BHN may contract.

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found to be not in compliance will be rejected from further consideration.

The evaluators will consider how well the vendor's proposed solution meets the needs of BHN as described best in the Vendor's response to each requirement and form. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspect of the proposal. The evaluation process is not designed to simply award the contract to the lowest cost vendor. Rather, it is intended to help BHN select the vendor, based on the needs of BHN, with the best combination of attributes, including price, and other evaluation factors.

Following the evaluation process, a written recommendation for award shall be made to BHN's Board of Trustees for the Vendor/Contractor whose proposal, conforming to the RFP, will be most advantageous to BHN, price and other evaluation factors considered.

BHN reserves the right to reject any or all proposals if a determination is made that any one or all proposals are not in the best interest of the Center.

The Evaluation Worksheet shown as **Enclosure A** will be utilized to evaluate the proposers' qualifications.

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## **SECTION XII – ATTACHMENTS**

*All requirements may not be included in this section. The respondent is cautioned to read the RFP in its entirety to determine ALL requirements. BHN reserves the right to reject a proposal that does not contain all information and attachments required by the RFP.*

- Signature Page
- HUB (Historically Underutilized Business) Assessment
- Form W-9
- Notice “Not to Participate” Form
- Deviation Form
- Certification Regarding Lobbying
- Conflict of Interest Questionnaire
- Form 1295 Certificate of Interested Parties
- Additional Documents

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## Attachment A

### Signature Page

Heart of Texas Behavioral Health Network, in its sole and absolute discretion, shall have the right to award contracts for any or all materials/services listed in each proposal and shall have the right to reject any and all proposals and shall not be bound to accept the lowest proposal and shall be allowed to accept the total proposal of any one vendor.

This submission is guaranteed as an irrevocable offer valid for one hundred twenty (120) days after the proposal opening date.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

**Proposal Will Not Be Accepted If This Page Is Not Signed by The Authorized Representative**

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## Attachment B-1

### Historically Underutilized Business (HUB)/ Disadvantaged Business Enterprise (DBE) HUB Utilization Assessment

Legal Name of your Business: _____
Address: _____
City: _____ State: _____ Zip: _____

Principal Owner Name: \_\_\_\_\_ Title: \_\_\_\_\_

Principal Owner Phone: \_\_\_\_\_ Other Phone: \_\_\_\_\_

1. If none of the below applies to your business please initial here \_\_\_\_\_, in doing so you acknowledge that your business will NOT be considered for a Historically Underutilized Business or a Disadvantaged Business Enterprise vendor ( you may skip questions 2 and 3).
2. Is your business primarily owned (51% or more) by an individual or individuals that can be classified in one or more of the following groups? *(Please check all that apply from the list below)*

<input type="checkbox"/> Women (Check here if you are a self-employed woman)
<input type="checkbox"/> Black Americans
<input type="checkbox"/> Hispanic Americans
<input type="checkbox"/> Native Americans
<input type="checkbox"/> Asian Pacific Americans
<input type="checkbox"/> Asian Indian Americans

3. Is your business already certified as disadvantaged or historically underutilized?

_____ Yes	_____ No	
If "Yes", please indicate the name of the certifying agency: _____		
Certificate #: _____	Expiration Date: _____	
If not certified, is your business eligible for certification based on question 2 above? _____ Yes _____ No		
_____ Signature	_____ Date	_____ Print Name

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**Attachment B-2**

**HUB SUBCONTRACTING PLAN  
HISTORICALLY UNDERUTILIZED BUSINESS**

*(HUB-LOI IS USED BY POTENTIAL CONTRACTOR/VENDOR TO IDENTIFY SUBCONTRACTORS  
SELECTED FOR WORK ON THE CONTRACT)*

Contractor \_\_\_\_\_ Vendor ID Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Phone ----- \_\_\_\_\_ Proposal Number \_\_\_\_\_ Contract Amount \$ \_\_\_\_\_

Description of work/commodities/specifications \_\_\_\_\_

Duration of Contract \_\_\_\_\_

NAME OF SUBCONTRACTOR/SUPPLIER \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Phone ----- \_\_\_\_\_ Is the Subcontractor a certified HUB? \_\_\_\_yes \_\_\_\_no

If yes, enter the GSC Certificate (VID) number \_\_\_\_\_

Dollar amount of contract with subcontractor \$ \_\_\_\_\_

Percentage amount of contract with subcontractor % \_\_\_\_\_

Description of materials/services performed under agreement with subcontractor for amount indicated above

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

**PLEASE SUBMIT A SEPARATE FORM FOR EACH SUBCONTRACTOR**

\_\_\_\_\_ I will not be subcontracting any work for services performed for this contract.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

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## Attachment C

Go to

<https://www.irs.gov/pub/irs-pdf/fw9.pdf> and download the Form W-9 and return with the contract. Instructions can be found at the IRS website above. In order for the Center to make a payment to the Contractor this form must be on file.

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## Attachment D

### Notice “Not to Participate” Form

Dear Vendor:

Please check the appropriate box below, complete the remainder of this form and **RETURN PRIOR to the scheduled due date** and time on the proposal.

- Our Company cannot provide the products, supplies and/or services listed in this request. Please **MOVE** our name and address to the following commodities so that we may submit bids/proposal at a later date:

Commodities: \_\_\_\_\_

- Our Company has chosen **NOT** to submit a Proposal at this time but would like to remain on your list for this Proposal category. We did not submit a Proposal because:

Reason: \_\_\_\_\_

- Please **REMOVE** our Company name from all Heart of Texas Behavioral Health Network lists until further notice.

Reason: \_\_\_\_\_

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

Representative (printed): \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Email: \_\_\_\_\_ Fax ( ) \_\_\_\_\_ Other: ( ) \_\_\_\_\_

#### PLEASE RETURN THIS FORM ONLY TO:

Heart of Texas Behavioral Health Network  
Procurement Manager  
6400 Imperial Drive  
Waco, Texas 76712  
[contractsmangement@hotbhn.org](mailto:contractsmangement@hotbhn.org)

**Notice “Not to Participate” RFP 24-004 Lawncare & Landscape Maintenance Services – McLennan County Offices**

Authorized Signature: \_\_\_\_\_

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

**VENDORS WHO RESPOND TO THIS INVITATION WITH A COMPLETED PROPOSAL FORM WILL REMAIN ON OUR MAILING LIST. VENDORS MAKING NO RESPONSE MAY BE REMOVED FROM THE MAILING LIST.**

Thank you for your time and assistance.

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## Attachment E

### Deviation Form

All deviations to this RFP must be noted on this sheet. In the absence of any entry on this Deviation Form, the prospective proposer assures BHN of their full agreement and compliance with the Specifications and Terms and Conditions.

Each response to this RFP shall contain a Deviation Form, which states the prospective Vendor's commitment to the provisions of the RFP. An individual authorized to execute contracts must sign the Deviation Form. Any exceptions taken to the terms and conditions identified in this proposal must be expressly stated in the Deviation Form.

**THIS DEVIATION FORM MUST BE SIGNED AND SUBMITTED WITH THE RFP BY EACH PROSPECTIVE VENDOR/CONTRACTOR WHETHER THERE ARE DEVIATIONS LISTED OR NOT.**

Reference Specifications, Terms and Conditions and Page Number	Deviation

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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**Attachment F**

**CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE**

**AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Authorized Individual

\_\_\_\_\_  
Title of Authorized Individual

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

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## Attachment G

### Conflict of Interest Questionnaire

#### Heart of Texas Behavioral Health Network

##### Board of Trustees

**Peter Kultgen,**  
Board Chairman  
McLennan County

**Dennis Wilson,**  
Vice Board Chairman  
Limestone County

**Jimmie Lou Lewis,**  
Secretary  
Bosque County

**Lance Kelley, PhD**  
McLennan County

**Pamelia Hunter**  
McLennan County

**Judge Justin W. Lewis**  
Hill County

**Brooke Hill-Allen, PhD**  
McLennan County

**Joshua Caballero**  
McLennan County

**Joshua Borderud**  
McLennan County

#### Heart of Texas Behavioral Health Network

##### Executive Management Team

**Daniel Thompson**  
Chief  
Executive Officer

**Ryan Adams**  
Deputy Chief  
Executive Officer

**Ralph Whaite**  
Chief Administrative Officer  
Regulatory and Support

**Jennifer Higginbotham**  
Division Director  
Behavioral Health Services

**Ron Kimbell**  
Chief  
Strategy Officer

**David Hanlin**  
Director  
Early Childhood Intervention

**Lana Gann**  
Director  
HR and Risk Management

**Kendra Millington**  
Director  
Quality Services

**Helen Jasso**  
Executive Office Manager Board  
Liaison

**Juli Ivie**  
Manager  
Contracts Management Unit

**Robert Flanary**  
Director  
Information Services

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

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).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

**1** **Name of vendor who has a business relationship with local governmental entity.**

**2**  **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.)

**3** **Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_

Name of Officer

**4** **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** **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.**

**6**  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).

**7**

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.

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**Attachment H  
Form 1295  
Certificate of Interested Parties**

To be completed once Contract is Awarded to Vendor

<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: 35%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%;">Controlling</th> <th style="width: 15%;">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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<b>5</b> Check only if there is NO Interested Party. <span style="float: right;"><input type="checkbox"/></span>																																									
<b>6 UNSWORN DECLARATION</b> My name is _____, and my date of birth is _____. My address: _____ (street), _____ (city), _____ (state), _____ (zip code), _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <span style="float: right;">(month) (year)</span> <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>																																									

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**Section XIII – Enclosures**

A. Evaluation Worksheet

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## Enclosure A

### Evaluation Worksheet

All responses received as a result of this RFP are subject to evaluation by Heart of Texas BHN for the purpose of selecting the Vendor/Contractor with whom BHN may contract.

All Proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be in compliance will be rejected from further consideration. Heart of Texas BHN will notify rejected vendors/contractors via written notice.

The evaluators will consider how well the Vendor's proposed solution meets the needs of Heart of Texas BHN as described best in the Vendor's response to each requirement and form. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspect of the proposal. The evaluation process is not designed to simply award the contract to the lowest cost vendor. Rather, it is intended to help BHN select the vendor, based on the needs of BHN, with the best combination of attributes, including price, and other evaluation factors.

This worksheet is to be used to document BHN's evaluation of the proposers' qualifications. Points within the ranges specified are to be assigned to the below-listed criteria as a means for quantifying the relative strengths and weaknesses of the various proposals. In the event that oral interviews are necessary to break a tie or for making final clarification in the evaluation process, additional points may be awarded. It should be understood that while the total score is a significant factor, the requester of the services reserves the right to consider other factors in making a final selection. Not all evaluation factors are equal in importance and each factor will be weighted during the evaluation process in accordance with its importance to BHN.

The following will be significant factors in evaluating Proposals; the evaluation will not be limited to these items when making a final recommendation.

<b>Evaluation Criteria</b>	<b>Points Range</b>	<b>Score</b>	<b>Notes</b>
Price	0-10 points		
Proposed Services including work plan that best meets the needs of BHN	0-10 points		
Experience, skills and qualifications of company and staff	0-10 points		

**Total Points** \_\_\_\_\_

Following the evaluation process, a written recommendation for award shall be made to BHN's Board of Trustees for the Vendor/Contractor whose Proposal, conforming to the RFP, will be of best value to BHN, price and other evaluation factors considered.

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