



**HEART OF TEXAS
Behavioral Health Network**

RFQ 25-003

**Project Management Services
Behavioral Health Facility Renovation**

**Heart of Texas Behavioral
Health Network
Contracts Management
Unit**

**6400 Imperial Dr.
(254) 752-3451**

contractsmanagement@hotbhn.org

Issue Date: February 20, 2025

Due Date: March 17, 2025 by 4:00 p.m. (CST)

INVITATION

The Heart of Texas Behavioral Health Network (“the Center”) invites you to submit qualifications for the position of Project Manager for the renovation of an existing Behavioral Health Facility located in Waco, TX.

Any firms wishing to submit proposals are encouraged to submit a formal Letter of Intent to Bid by **February 24, 2025 at 5:00 p.m. CDT**. An email attachment sent to the Contracts Management Unit at contractsmanagement@hotbhn.org will be accepted. The letter must identify the name, address, phone, fax number and email address of the person who will serve as the key contact for all correspondence regarding this RFQ. Subject line for an email should be **“Letter of Intent for RFQ 25-003 Project Management Services – Behavioral Health Facility Renovation”**.

A letter of intent is required in order for the Center to provide interested firms with a list of any questions received and the Center’s answers to those questions. Those firms providing a letter of intent will also be notified of any addenda that are issued. If a letter of intent is not submitted, it will be the submitting firm’s responsibility to monitor the Center website to view answers to questions, and for any addenda issued for the RFQ. Proposers shall pay particular attention to all **INSTRUCTIONS, REQUIREMENTS, ATTACHMENTS and DEADLINES** indicated in the attached RFQ and should govern themselves accordingly.

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

The written requirements contained in this Request for Qualifications (RFQ) shall not be changed or superseded except by written addendum from the Center’s Contract Management Unit. Failure to comply with the written requirements for this RFQ may result in disqualification of the submittal by the Heart of Texas Behavioral Health Network.

Submittals are to be sealed, marked with the submitting firm’s name and address and labeled: **“RFQ 25-003 Project Management Services – Behavioral Health Facility Renovation”** and delivered to:

Heart of Texas Region MHMR Center
Contracts Management Unit
6400 Imperial Drive
Waco, TX 76712

No later than March 17, 2025 at 4 PM Central Daylight Time (CST).

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Section I. – Overview

Background and Objectives

Heart of Texas Behavioral Health Network (the “Center”) 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. The Center is the designated mental health and/or mental retardation 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 mental health and/or mental retardation services for the residents of Bosque, Falls, Freestone, Hill, Limestone, and McLennan Counties.

In August 2024, THE CENTER was recertified as a Texas Certified Community Behavioral Health Clinic.

Our Guiding Principles:

- We are committed to providing quality services in partnership with the individual, the family, and the community.
- We strive to empower the individual and family by respecting their right to make choices about their lives.
- We are actively involved with community initiatives that will improve the quality of life.
- We believe that it is through commitment to the individual's personal and professional development that you build an organization that strives for excellence.

THE CENTER is requesting qualifications for the selection of a Project Manager for the renovation of one of its existing behavioral health facilities located in Waco, TX.

THE CENTER has fixed pricing budgets, and all pricing quoted for any contracts resulting from this RFQ 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 THE CENTER.

Section II. - Request for Qualifications (RFQ) Timeline and Events

Note: THE CENTER reserves the right to adjust this schedule, as necessary. Any significant change to the schedule will be published via RFQ Addendum.

Request for Qualifications Issued	Thursday, February 20, 2025
Letter of Intent to Submit RFQ	Monday, February 24, 2025, by 4:00 pm CST
Deadline for Questions from Firms	Friday, February 28, 2025, by 4:00 pm CST
Responses from Project Team	Friday, March 7, 2025, by 5:00 pm CST
Deadline for RFQ Submission	Monday, March 17, 2025, by 4:00 pm CST
Anticipated Award Date	Monday, March 24, 2025

Section III – General Instructions

Information to Respondents

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

A. Qualifications

- 1. Identification.** Each response page must contain the name of the submitting entity.
- 2. Cover Page.** This page must state the RFQ subject- “**RFQ 25-003 Project Management Services – Behavioral Health Facility**”, the business name, contact name and title, address, telephone number, fax number, email address, and the date of the response submission. If the contact person responsible for answering technical and contractual questions in respect to this submission is different than the respondent, then include this individual’s name, title, telephone number, fax 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 RFQ, 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 request itself.

4. **Detailed Response.** The detailed response must address the respondent's ability to provide the services specified in or otherwise required to comply with RFQ specifications. This will include clear identification of all services provided and supporting qualifications as applicable.

5. **References.** The respondent is required to submit 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 RFQ.

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 The Center 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 submission 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 request.

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

B. Questions

Questions from Firms February 28, 2025, by 4:00 p.m. CST
The Center Response to Questions March 7, 2025, by 5:00 p.m. CST

All questions concerning the RFQ must be submitted in writing to the Contracts Management Unit contractsmanagement@hotbhn.org . Questions and answers will be posted on the CENTER Website at: www.hotbhn.org by 5:00 p.m. CST, Friday, February 28, 2025.

C. Submission of Qualifications

One (1) original and one electronic copy on USB drive of the complete signed submittal must be received by 4:00 p.m. CST on Monday, March 17, 2024. Responses must be delivered in a sealed envelope stating on the outside, the submitting individual or firm name, address, and **“RFQ 25-**

003 Project Management Services – Behavioral Health Facility” DO NOT OPEN UNTIL Monday, March 17, 2025 AT 4:15 pm CST” to:

**Heart of Texas Behavioral Health
Network
Contracts Management Unit
6400 Imperial Dr.
Waco, Texas 76712
(254) 752-3451**

Hand-delivered copies may be delivered to the above address ONLY between the hours of 8:30 a.m. -5:00 p.m. CST, Monday through Friday, prior to the submission date, and excluding holidays observed by Heart of Texas Behavioral Health Network. Respondents 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 Response must be signed by a company officer, or individual, who is legally authorized to enter into a contractual relationship in the name of the individual or firm. Include **Attachment A – Signature Page** with the completed response.

D. Response Opening

Submitted responses will be opened at a Private Opening immediately following receipt of all responses at 4:15 PM, on March 17, 2025, at 6400 Imperial Dr., Waco, TX 76712.

Section IV – Terms and Conditions

A. Non-Discrimination Policy Statement

Heart of Texas Behavioral Health Network 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/Proposer/Contractor 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 - Contractor 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 RFQ Attachments to prove that the company is enrolled in E-Verify.

C. Selection Guarantee & Procedure

It is anticipated that a recommendation for the selected respondent will be made no more than thirty (30) days after the **SUBMISSION DUE DATE**. All interested parties are required to guarantee their submissions as an **irrevocable document valid for one hundred twenty (120) days after the submission due date**. Heart of Texas Behavioral Health Network in its sole and absolute discretion shall have the right to award a contract for any or all services listed in each response, shall have the right to reject any and all responses 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. Project Manager Requirements and Responsibilities

The qualified individual or firm will be responsible for overseeing all aspects of the building process by working closely with the architects and engineers in the development of the building

plan. Project manager will predict resources needed to reach objectives and manage resources in an effective and efficient manner, develop and manage a detailed project schedule and work plan, utilize industry best practices, techniques, and standards throughout the entire project execution. Ensure that project updates are provided on a consistent basis to various stakeholders about strategy, adjustments, and project progress.

E. Historically Under-Utilized Business (HUB)

This The Center 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 response.

F. Minority/Women and / or Disadvantaged Business

This The Center 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)**

G. 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 THE CENTER.

H. Form W-9

Respondents are to complete and provide a W-9 Form with submission documents.

(See Attachment C) <http://www.irs.gov/pub/irs-pdf/fw9.pdf> .

I. Audits

In compliance with Section 2262.003, government Code, as amended by House Bill 905 of the 79th Regular Session of the Texas Legislature THE CENTER 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 HHSC 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 HHSC 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 The Center to its subcontractors, and The Center shall include this provision concerning the SAO's authority to audit and the requirement to cooperate, in any Agreement The Center 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 Responses.

Any response 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 responses must be an irrevocable document valid for ninety days (90) after the response opening date.

C. Late Responses

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

D. Irregularities in Responses

Except as otherwise stated in this Request for Qualifications, evaluation of all responses will be based solely upon information contained in the submitted response to this request. Heart of Texas Behavioral Health Network shall not be held responsible for errors, omission, or oversights in any individual or firm's response to this request. THE CENTER may waive technical irregularities which do not alter the price or quality of the services.

THE CENTER has the right to reject responses containing a statement, representation, warranty, or certification which is determined by THE CENTER and its 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 response.

The inability of a Respondent to provide one or more of the required components or specified features or capabilities required by this Request does not, in and of itself, preclude acceptance by THE CENTER of the response. All responses will be evaluated as a whole and for the best interests of THE CENTER.

E. Oral Presentation

Any individual or firm that submits a response to this request may be required to make an oral presentation, in person or by telephone, for further clarification upon The Center's request.

F. Amendments to the Request for Qualifications

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

G. Retention of Responses

All responses considered by THE CENTER shall become the property of THE CENTER and shall not be returned. After opening, each response, except those portions for which a respondent has included a written request for confidentiality (e.g., proprietary information), shall be open to public access.

H. Notice “Not to Participate” Form

Respondents are asked to respond to the request for qualifications whether they can or cannot provide the products, supplies and/or services listed in the qualification request. **(See Attachment D)**

I. Incurred Expenses

THE CENTER shall not be responsible for expenses incurred by a respondent in the preparation and submission of a response. This provision also includes any costs involved in providing an oral presentation of the response during the selection process and after the selection process.

J. Subcontractors

All provisions and/or stipulations within this request for qualifications also apply to any authorized subcontractors. The contractor shall be fully responsible to THE CENTER 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 Project Manager just as the Project Manager is responsible for their own acts and omissions.

K. Project Schedule

Responder will provide a preliminary Project Schedule proposing a work timeline to include the completion date. Note: the office is open Monday through Friday from 8:00 a.m. to 5:00 p.m. Contractor must not interfere with or disrupt the operations of the facility. Project Manager must be aware of and sensitive to THE CENTER's staff and consumers when executing work.

L. Term of Contract

The Contract shall commence upon signing by both parties and confirmation that all required documentation has been received and shall remain in effect until services have been completed to The Center's specifications unless terminated, canceled, or extended, as otherwise provided herein.

M. Funds Availability

Any contract created for the Project Manager is at all times contingent upon availability and receipt of funds THE CENTER has allocated to this project 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 THE CENTER.

N. Licensure

The respondent shall provide, with their response a copy of any other license(s), certification (s), registration(s), etc. as required by authorities having jurisdiction; local, state, county, and/or federal.

O. Pricing

The intent of the Request is to select a qualified contractor who can provide best practices, cost effectiveness, and meet all specified requirements of this Request for Qualifications in order to be considered best value to THE CENTER.

P. Taxes

THE CENTER 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

Project Manager shall maintain, during the term of any awarded contract, the following minimum insurance:

A. Policies, Coverage and Endorsements

Any company that does business with THE CENTER should have General Liability (GL), Automobile Liability (AL), and Workers' Compensation (WC) coverage at a minimum. Minimum Limits of Liability for large contracts and projects are:

General Liability –

\$1,000,000 occurrence, \$2,000,000 per project aggregate for premises/operations
\$1,000,000 occurrence, \$2,000,000 per project aggregate for products/completed operations.

Automobile Liability –

\$2,000,000 combined single limit for bodily injury and property damage, hired and non-owned autos included.

Workers' Compensation –

Provides unlimited medical coverage and statutory benefits for time lost from work for employees injured on the job. The policy will also include Employer's Liability for actions against the employer which do not fall under the statute. Actions for loss of consortium, consequential injury or third-party actions come under Employer's Liability.

Employer's Liability Limits –

\$1,000,000 per occurrence bodily injury
\$1,000,000 per occurrence bodily injury by disease
\$1,000,000 policy limit for bodily injury by disease
(Note: These are Employer's Liability limits and do not affect the payment of medical expenses or lost wages to injured employees.)

B. Insured Parties

All policies excluding professional liability and workers' compensation shall contain a provision naming THE CENTER (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.

Long term contracts renewable on an annual basis or large construction projects must have an endorsement to ALL policies that will give THE CENTER notice if the contractor's insurance is canceled or non-renewed.

C. Subrogation

All policies must contain a "waiver of subrogation" endorsement in favor of the CENTER and added to the contractor or service provider's Workers' Compensation, General Liability, and Automobile Liability policies.

D. Proof of Insurance

The policies, coverages and endorsements required by this provision shall be shown on a Certificate of Insurance on which the CENTER **must be listed as an Additional Insured Party** and the Certificate Holder which should be furnished to THE CENTER PRIOR TO THE COMMENCEMENT OF THE CONTRACT. THE CENTER reserves the right to request copies of all insurance policies and applicable endorsements. THE CENTER may withhold payments under the terms of the contract until the contractor has furnished THE CENTER 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 THE CENTER at the renewal date of all policies named upon these Certificates. The contractor shall give THE CENTER thirty (30) days prior written notice of any proposed cancellation of any of the above-described insurance policies.

A CURRENT "CERTIFICATE OF INSURANCE"
MUST ACCOMPANY ALL RESPONSES

Section VII – Indemnification

To the extent permitted under the Constitution and the laws of the State of Texas, the Contractor agrees to indemnify, save, and hold harmless THE CENTER, its employees, officials, and agents from any and all claims, action, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to the agreement or any third party, THE CENTER will provide the contractor with timely notice of such claim, dispute, or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect THE CENTER against any and all liabilities arising from this claim, cause of action, or notice.

If the contractor should fail to defend THE CENTER, THE CENTER may defend, pay or settle the claim or other cause of action so successfully with full rights of recourse against the contractor for any and all fees, costs, expense and payments including but not limited to attorney fees and settlement payments, made or agreed to be paid in order to discharge the claim, cause of action, dispute or litigation.

It is the express intention of the parties hereto, both contractor and The Center, that the indemnity provided for in this paragraph is an agreement by contractor indemnify and protect THE CENTER from consequences of the Contractor's own negligence when that negligence is a concurring cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, and damage, cause of action, suit, or liability where the injury, death, or damage results from the sole negligence of the Contractor.

Provision to be applied if indemnity is void.

If the foregoing indemnity provision is found void for any reason and only in that case then the parties agree that if any claim or suit for damages of any nature arising out of or occasioned by Contractor's breach of any of the terms or provisions of this contract or by any negligent act or omission of Contractor, its officers, agents, associates, employees or subcontractors, then Contractor will be obligated to pay for the legal defense of THE CENTER, its officers, agents and employees against such claim or suit (including the costs and expenses associated with that defense). It is additionally expressly agreed that any payment due as a result of any successful claim or lawsuit shall be paid by the party or parties found liable in the proportion of liability found against that party after the matter has been finally litigated or, alternatively, in the proportion agreed upon by the parties if the matter is settled. This provision does not waive any immunity or defense available to either party under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

This agreement is binding upon acceptance and is to inure to the benefit of the parties, their successor, assigns, and personal representatives.

Section VIII – Request 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 The Center 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), The Center 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 The Center 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 The Center.

B. Abandonment or Default

If the selected contractor defaults on the contract, THE CENTER 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 Hood County, Texas.

D. Corporate Compliance

The Center 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 THE CENTER 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 respondent 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 Request 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

The Center will request Contractor 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 response, 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 THE CENTER. The contractor also represents and warrants that entering into a contract with THE CENTER will not create an appearance of impropriety. In its response, the respondent must disclose any actual or potential conflict of interest that it might have in contracting with THE CENTER. The requirement to disclose any actual or potential conflict of interest will continue during the term of the contract. THE CENTER will decide, in its sole discretion, whether an actual or perceived conflict should result in response 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 . (Attachment H)

I. Current and Former Center Employees

Respondent must also disclose any of its personnel who are current or former officers or employees of THE CENTER 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 THE CENTER. (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 the 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 THE CENTER's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs on the job. If THE CENTER or The Center'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 THE CENTER.

N. Smoking Policy

THE CENTER has a Smoke Free Workplace policy. The policy reflects our commitment to providing a healthy environment for all our employees and visitors. This policy prohibits smoking within our buildings or on the grounds including parking lots. The selected contractor will agree to abide by this policy when on the property of THE CENTER.

As a result, the contractor, subcontractors, and their employees may not use or possess Tobacco or products while on the job or on THE CENTER's property. If THE CENTER or The Center'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 THE CENTER.

Section IX – Project Information

Heart of Texas Behavioral Health Network will select a Project Manager/Firm who will immediately begin working on the pre-construction services portion of the project. The successful Project Manager/Firm should be prepared to begin meeting with THE CENTER's Executive Team the week of March 17, 2025.

SCOPE

The selected proposer will provide full-service Project Management for the renovation of a behavioral healthcare facility located in Waco, Tx. Qualifications of the ideal Project Manager/Firm are found in Section **X – Qualifications of Project Manager** on page 22 of this RFQ.

The project manager will assist in pre-construction and construction activities related to the renovation of a behavioral health facility including the selection of architectural services, general contracting services, and any other necessary professional services.

CONTRACT

Standard Professional Services Agreement between The Center and Contractor which includes a Subcontractor Agreement and Business Associate Agreement.

BUDGET

Budget estimations will be developed by the project manager and shared with the executive team and board when necessary

Section X – Qualifications of Project Manager

A. Individual/Firm Overview and History

1. Bachelor's degree in business or related field.
2. Address the ability to meet schedule and budget.
3. Provide your firm's involvement with Heart of Texas Behavioral Health Network or other Mental Health Centers in the state of Texas; include individual involvement where applicable.

B. Related Experience: Provide three (3) examples of similar projects, including

1. Services Provided
 - a. assisting with selection of project Architect
 - b. assisting with selection of project Contractor
 - c. contract negotiations
 - d. project budgeting and scheduling
 - e. coordination with local municipalities
 - f. commissioning needs
 - g. building turnover and operations
 - h. construction review
2. start and completion dates
3. construction cost
4. client contact (name, phone number and email)
5. architect contact (name, phone number and email)

C. References: Provide three (3) client references. These may overlap with related project experience. Include:

1. Name
2. Title
3. Company
4. Phone Number
5. Email address

Section XI – Evaluation and Selection Process

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

All responses will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFQ. Responses found to be not in compliance will be rejected from further consideration.

The evaluators will consider how well the vendor’s qualifications meet the needs of THE CENTER 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 response. The evaluation process is not designed to simply award a contract to the lowest cost vendor. Rather, it is intended to help THE CENTER select the vendor, based on the needs of THE CENTER, with the best combination of attributes, and other evaluation factors.

Following the evaluation process, a written recommendation shall be made to THE CENTER’s Board of Trustees for the Vendor/Contractor whose submission conforming to the RFQ, will be most advantageous to THE CENTER, all evaluation factors considered.

THE CENTER reserves the right to reject any or all responses if a determination is made that any one or all responses are not in the best interest of THE CENTER.

The Evaluation Worksheet shown as **Enclosure A** will be utilized to evaluate the vendor’s’ qualifications.

SECTION XI – ATTACHMENTS

All requirements may not be included in this section. The respondent is cautioned to read the RFQ in its entirety to determine ALL requirements. THE CENTER reserves the right to reject any response that does not contain all information and attachments required by the RFQ.

- A. Signature Page
- B. HUB (Historically Underutilized Business) Assessment
- C. Form W-9
- D. Notice “Not to Participate” Form
- E. Certification Regarding Lobbying
- F. Conflict of Interest Questionnaire
- G. Form 1295 Certificate of Interested Parties
- H. Additional Documents
 - 1. Bachelor’s Degree – Business or related field
 - 2. Related certifications and/or Licenses if applicable

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 qualifications listed in each submission/proposal and shall have the right to reject any and all submission/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 response opening date.

Authorized Signature

Company Name

Typed or Printed Name

Street Address

Title

City, State, Zip Code

Telephone Number

Fax Number

Email Address

**Response Will Not Be Accepted If This Page
Is Not Signed by the Authorized Representative**

Attachment B

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

Attachment B-1

**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

Attachment C

Go to

<https://www.irs.gov/pub/irs-pdf/fw9.pdf> and download the Form W-9 and return with the contract **OR** fill out the form below. 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.

Form <b style="font-size: 24pt;">W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2> <p style="margin: 0;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific Instructions on page 3.	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 100%; border-bottom: 1px solid black;"> 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. </td> </tr> <tr> <td style="width: 100%; border-bottom: 1px solid black;"> 2 Business name/disregarded entity name, if different from above </td> </tr> <tr> <td style="width: 100%; border-bottom: 1px solid black;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 65%; border-bottom: 1px solid black;"> 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. 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If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p style="margin: 0; font-size: 8pt;">Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p> <table style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 80%; border-bottom: 1px solid black; padding-bottom: 5px;"> Social security number <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33.3%; border-bottom: 1px solid black; text-align: center;"> </td> <td style="width: 3.3%; border-bottom: 1px solid black;">-</td> <td style="width: 33.3%; border-bottom: 1px solid black; text-align: center;"> </td> <td style="width: 3.3%; border-bottom: 1px solid black;">-</td> <td style="width: 26.7%; border-bottom: 1px solid black; text-align: center;"> </td> </tr> </table> </td> <td style="width: 20%; border-bottom: 1px solid black; padding-bottom: 5px;"> OR Employer identification number <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 11.1%; border-bottom: 1px solid black; text-align: center;"> </td> <td style="width: 11.1%; border-bottom: 1px solid black; text-align: center;"> </td> <td style="width: 11.1%; border-bottom: 1px solid black; text-align: center;"> </td> <td style="width: 11.1%; border-bottom: 1px solid black; text-align: center;"> </td> <td style="width: 11.1%; border-bottom: 1px solid black; text-align: center;"> </td> <td style="width: 11.1%; border-bottom: 1px solid black; text-align: center;"> </td> <td style="width: 11.1%; border-bottom: 1px solid black; text-align: center;"> </td> <td style="width: 11.1%; border-bottom: 1px solid black; text-align: center;"> </td> </tr> </table> </td> </tr> </table> </div> <div style="border: 1px solid black; padding: 5px;"> <h3 style="margin: 0;">Part II Certification</h3> <p style="margin: 0; font-size: 8pt;">Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p style="margin: 0; font-size: 8pt;">Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p> <table style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 15%; border-right: 1px solid black; vertical-align: top; padding-right: 5px;"> Sign Here </td> <td style="width: 70%; border-bottom: 1px solid black; padding: 5px;"> Signature of U.S. person ▶ </td> <td style="width: 15%; border-bottom: 1px solid black; padding: 5px;"> Date ▶ </td> </tr> </table> <div style="border: 1px solid black; padding: 5px;"> <h3 style="margin: 0;">General Instructions</h3> <p style="margin: 0; font-size: 8pt;">Section references are to the Internal Revenue Code unless otherwise noted.</p> <p style="margin: 0; font-size: 8pt;">Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</p> <p style="margin: 0; font-size: 8pt;">Purpose of Form</p> <p style="margin: 0; font-size: 8pt;">An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:</p> <ul style="list-style-type: none"> • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) <p style="margin: 0; font-size: 8pt;">Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p style="margin: 0; font-size: 8pt;"><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i></p> </div> </div> <div style="display: flex; justify-content: space-between; font-size: 8pt; margin-top: 10px;"> Cat. No. 10231X Form W-9 (Rev. 10-2018) </div>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	2 Business name/disregarded entity name, if different from above	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 65%; border-bottom: 1px solid black;"> 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. 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Sign Here	Signature of U.S. person ▶	Date ▶																																								

RFQ 25-003 Project Manager Services – Behavioral Health Facility Renovation

28

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 R.

- 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
Attn: Juli Ivie, Contracts
Manager 6400 Imperial Dr
Waco, Texas 76712
juliivie@hotbhn.org

Notice “Not to Participate” RFQ 24-001 Project Facility Building Plan”

Authorized Signature: _____

Title: _____ Date: _____

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

Attachment E

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

Attachment F
Conflict of Interest Questionnaire

**Heart of Texas Region MHMR Center
Board of Trustees**

Dennis Wilson
Board Chairman
Limestone County

Josh Borderud
Vice Board Chairman
McLennan County

Jimmie Lou Lewis,
Secretary
Bosque County

Lance Kelley, PhD
McLennan County

Josh Blake
McLennan County

Judge Justin W. Lewis
Hill County

Michelle Hicks
McLennan County

Joshua Caballero
McLennan County

Brooke Hill-Allen PhD
McLennan County

**Heart of Texas Region MHMR Center
Executive Management Team**

Vacant
Chief Executive
Officer

Ryan Adams
Interim Chief Executive
Officer

Ralph Whaite
Chief Administrative
Officer

Julio Rodriguez
Chief Financial Officer

Ron Kimbell
Chief Strategy Officer

Jennifer Higginbotham
Division Director
Adult Behavioral Health

David Hanlin
Program Director
Early Childhood Intervention

Alexandra Ellis
Program Director
Developmental Services

Tiffany Douglas
Division Director
Klaras Center for Families

Helen Jasso
Executive Office
Manager, Board Liaison

Lana Gann
HR Director,
Risk Management

Kendra Millington
Director
Quality Services

Robert Flanary
Director
Information Services

Juli Ivie
Manager
Contracts Management Unit

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.

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

To be completed once Contract is Awarded to Vendor

<https://www.ethics.state.tx.us/filinginfo/1295>

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																							
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY																																							
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File																																							
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																									
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																																									
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		Controlling	Intermediary																																						
5 Check only if there is NO Interested Party. <input type="checkbox"/>																																									
6 UNSWORN DECLARATION 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_____. <div style="text-align: center;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>																																									
ADD ADDITIONAL PAGES AS NECESSARY																																									

Section XIII – Enclosures

A. Evaluation Worksheet

Enclosure A

Evaluation Worksheet General Contractor Services – Administrative and/or Outpatient Facility

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

All responses will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFQ. Responses found not to be in compliance will be rejected from further consideration. THE CENTER will notify rejected vendors/contractors via written notice.

The evaluators will consider how well the Vendor’s qualifications meet the needs of THE CENTER 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 response. The evaluation process is intended to help THE CENTER select the vendor, based on the needs of THE CENTER, with the best combination of attributes, and other evaluation factors.

This worksheet is to be used to document THE CENTER’s evaluation of the vendor’s 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 responses. 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 THE CENTER.

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

Evaluation Criteria	Points Range	Score	Notes
Overview & History	0-10 points		
Related Experience	0-10 points		
Project Team	0-10 points		
References	0-10 points		

Oral Interviews (If Necessary)

Interview Points Awarded 0 - 10 points _____

Total Points _____

Following the evaluation process, a written recommendation for award shall be made to THE CENTER’s Board of Trustees for the Vendor/Contractor whose response conforming to the RFQ, will be of best value to THE CENTER, these and other evaluation factors considered.

THE CENTER reserves the right to reject any or all Responses if a determination is made that any one or all Responses are not in the best interest of THE CENTER.

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