



RFP 26-001

**McLennan County
Countywide Needs Assessment Firm**

**Heart of Texas Behavioral Health Network
Contracts Management Unit
6400 Imperial Drive
Waco, Texas 76712**

254-297-7125

contractsmanagement@hotbhn.org

Issue Date: August 30, 2025

Due Date: September 16, 2025, by 10:30 a.m. CDT

INVITATION

Heart of Texas Behavioral Health Network (“BHN”) is seeking the services of a qualified Vendor(s) to assist in conducting a Countywide Mental Health Needs Assessment to determine what the best options are for the mental health needs of McLennan County citizens. The assessment would involve collecting and analyzing data from a number of existing sources, using the data to collect feedback and insights from our citizens, individuals moving through our justice system, and healthcare professionals on the mental health needs, identify the barriers and challenges to receiving mental health care within McLennan County, and evaluate different alternatives to delivering mental health care. Furthermore, the assessment should help inform and design the county’s forthcoming Multi-Disciplinary Response Team (MDRT). BHN intends to award the firm a Professional Services agreement.

Any firm wishing to submit responses is encouraged to submit a formal Letter of Intent to Bid by Thursday, September 4, 2025 at 4:00 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 RFP. The subject line for an email should be **“Letter of Intent for RFP 26-001 McLennan County Countywide Mental Health Needs Assessment Firm”**.

A letter of intent is required in order for BHN to provide interested firms with a list of any questions received and the BHN’s answers to those questions. Those firms 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 proposing firm’s responsibility to monitor the BHN website to view answers to questions, and for any addenda issued for the RFP. Proposers shall pay particular attention to all **INSTRUCTIONS, REQUIREMENTS, ATTACHMENTS and DEADLINES** indicated in the attached request and should govern themselves accordingly.

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

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

Responses are to be sealed, marked with the submitting firm’s name and address and labeled: **“RFP 26-001 McLennan County Countywide Mental Health Needs Assessment Firm”** and delivered to:

Heart of Texas Behavioral Health Network
Contracts Management Unit
6400 Imperial Drive
Waco, Texas 76712

No later than Tuesday, September 16 at 10:30 A.M. Central Daylight Time (CDT).

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Section I. – Overview

Heart of Texas Behavioral Health Network (“BHN”) is a governmental entity with non- profit status and was created in 1967 to provide community-based services beginning in the summer of 1969. BHN is the Health and Human Services Commission (HHSC) designated local mental health authority (LMHA) and local intellectual and developmental disabilities authority (LIDDA) 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 February 2024, through the Texas CCBHC Initiative, Heart of Texas Behavioral Health Network received recertification as a Texas Certified Community Behavioral Health Clinic. Policy revisions, infrastructure development, and technological innovations have been employed to allow people to have better access to the care they need, and to transform service delivery to improve the lives and health outcomes of vulnerable populations by creating a more efficient and coordinated system.

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.

Heart of Texas BHN has fixed pricing budgets and all pricing quoted for any contracts resulting from this RFP should remain fixed for the duration of the contract, unless otherwise approved or authorized. Our goal is to employ best practices and cost effectiveness which combine to provide the best value for Heart of Texas BHN.

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

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

Request for Proposals Issued	Friday, August 29, 2025
Letter of Intent to Propose Due	Thursday, September 4, 2025, by 4:00 p.m. CST
Deadline for Questions from Firms	Monday, September 8, 2025, by 10:30 a.m. CST
Responses from Project Team	Tuesday, September 9, 2025, by 5:00 p.m. CST
Deadline for RFP Submission	Tuesday, September 16, 2025, by 10:30 a.m. CST
Anticipated Award Date	Contingent upon Board Approval September Board Meeting September 25, 2025

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Section III – General Instructions

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 response that does not contain all information and attachments required by the RFP.

A. Information to Respondents

1. **Identification.** Each response page must contain the name of the submitting entity.
2. **Cover Page.** This page must state the RFP subject -“ **RFP 26-001 McLennan County Countywide Mental Health Needs Assessment Firm**”, 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 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 request itself.
4. **Detailed Response.** The detailed response must address respondent’s ability to provide the services specified in or otherwise required to comply with RFP 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 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 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

Deadline for Questions from Firms: Monday, September 8, 2025, by 10:30 a.m. CST
Responses from Project Team: Tuesday, September 9, 2025, by 5:00 p.m. CST

All questions concerning the RFP must be submitted in writing to the Contracts Management Unit. The questions may be submitted via email, sent to contractsmanagement.org, “**RFP 26-001 McLennan County Countywide Mental Health Needs Assessment Firm**”.

Questions and answers will be posted on BHN’s Main Website at: <https://www.hotbhn.org/human-resources/procurement> on Tuesday, September 9, 2025 by the time specified above.

C. Submission of Qualifications

One (1) original, and one (1) electronic version (Flash Drive) of the complete signed submittal must be received by 10:30 a.m. CST on Tuesday, September 16, 2025. Responses must be delivered in a sealed envelope stating on the outside, the submitting firm name, address, and “**:RFP 26-001 McLennan County Countywide Mental Health Needs Assessment Firm**” **DO NOT OPEN UNTIL Tuesday, September 16, 2025, AT 10:45 a.m. CST** to:

Heart of Texas Behavioral Health Network
Contracts Management Unit
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.-5:00 p.m. CST, Monday through Friday, prior to the submission date, and 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 Response 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 response.

D. Response Opening

Submitted responses will be opened at a private opening immediately following receipt of all responses at 10:45 a.m. on September 16, 2025, at 6400 Imperial Drive, Waco, TX 76712.

Section IV – Terms and Conditions

A. Non-Discrimination Policy Statement

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/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 RFP Attachments to prove that the company is enrolled in E-Verify.

C. Selection Guarantee & Procedure

It is anticipated that a recommendation for the selected Contractor 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**. BHN 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. Historically Under-Utilized Business (HUB)

BHN shall make a good faith effort to utilize Historically Under-Utilized Businesses (HUB'S) and 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)**

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.

E. 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.

F. 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>.

G. Audits

In compliance with Section 2262.003, government Code, as amended by House Bill 905 of the 79th Regular Session of the Texas Legislature, 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 DSHS 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. DSHS and 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 Agreement 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 (7) 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 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 Proposals, evaluation of all responses will be based solely upon information contained in the Contractor's response to this request. BHN shall not be held responsible for errors, omission, or oversights in any proposer's response to this proposal. BHN may waive technical irregularities which do not alter the price or quality

of the services.

BHN has the right to reject proposals containing a statement, representation, warranty, or certification which is determined by BHN 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 proposal.

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 BHN of the Response. All responses will be evaluated as a whole and for the best interests of BHN.

E. Amendments to the Proposal

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.

F. Retention of Proposals

All responses considered by BHN shall become the property of BHN 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.

G. Notice “Not to Participate” Form

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

H. Incurred Expenses

BHN 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.

I. Subcontractors

All provisions and/or stipulations within this Request for Proposals also apply to any authorized subcontractors. The contractor shall be fully responsible to the 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 their own acts and omissions.

J. 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 organization. Contractors must be aware of and sensitive to BHN's staff and consumers when executing work that brings them into direct contact.

K. 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 BHN's specifications unless terminated, canceled, or extended, as otherwise provided herein.

L. Funds Availability

Any contract created for the Contractor 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.

M. 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.

N. Pricing

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

O. Taxes

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

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

A. Policies, Coverage and Endorsements

Any company that does business with BHN 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, \$3,000,000 per project aggregate for premises/operations

\$1,000,000 occurrence, \$3,000,000 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 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 in favor of BHN 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 **BHN must be listed as an Additional Insured Party** 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 the Contract Manager 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 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.

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 BHN, 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, BHN 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 BHN against any and all liabilities arising from this claim, cause of action, or notice.

If the contractor should fail to defend the BHN, BHN 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 BHN , that the indemnity provided for in this paragraph is an agreement by contractor indemnify and protect BHN 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 BHN, 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 – 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, the 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

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

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 the BHN. The contractor also represents and warrants that entering into a contract with the 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 the 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/whatsnew/FAQ_Form1295.html. (Attachment H).

I. Current and Former Organization Employees

Respondent 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 BHN 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 BHN's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs on the job. If BHN or its 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. Smoking Policy

BHN 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 BHN.

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 BHN's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs on the job. If BHN or one of its representatives 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.

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 BHN 's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs on the job. If BHN or one of its representatives 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 .

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Section IX – Scope of Work & Qualifications

Heart of Texas Behavioral Health Network is requesting professional services for a Countywide Mental Health Needs Assessment of McLennan County. The assessment must include a narrative review/summary in sufficient detail, advice, other considerations, and recommended options for consideration to facilitate the County's effort to determine the possible options to address the mental health needs of McLennan County citizens.

Mental Health Services include, but not limited to:

- Preventative Care
- Integrated Behavioral Health Care
- Inpatient Services for Serious Mental Illness and Substance Abuse
- Mental Health Education
- Patient Navigation
- Case Management
- Transportation System

The needs assessment should include, but not limited to, the following:

- Provide an overview of the mental health needs of McLennan County.
 - ☐ Obtain statistically valid information on the health status and socioeconomic/environmental factors related to the mental health of the McLennan County residents. Include items such as, but not limited to service area, population and demographic analysis, current treatment process for Mental Health patients within McLennan County.
 - ☐ Ensure to include diverse community members: racial, ethnic, cultural, gender identity, sexual orientation, veteran status, and linguistic minorities, as well as, educators, health-related professional, County officials, human service and community-based organizations, and institute of higher education.
 - ☐ Consultant must describe how they plan to obtain input from diverse community members, educators, health-related professionals, County Officials, Human services and community-based organizations, institutes of higher education and McLennan County citizens.
- Analyze the ability and capacity of current mental health facilities within McLennan County and surrounding Counties.
 - ☐ Examine current status of mental health facilities and future mental health facility needs.
 - ☐ Consider demographic trends, the number of cases handled in recent years, operational programs, population level served, current and future staffing levels and agency objective and goals.
- Provide technical assistance on the formation of a Multi-Disciplinary Response Team (MDRT) as a collaboration between BHN and the City of Waco.
 - ☐ MDRT will consist of a BHN clinician, law enforcement officer, and paramedicine professional to respond to specific behavioral health crisis episodes.
- Evaluate different alternatives for delivering mental health care for McLennan County citizens on a countywide level.
 - ☐ Alternatives may include the scale and scope of services that should be housed in an

integrated, holistic facility and should include a plan for coordination and collaboration between services providers, and cooperative agreements with local Mental Health Facilities within McLennan County and the surrounding Counties.

□ Analyze the advantages and disadvantages of the alternatives; provide a preliminary range of cost estimates to include all initial capital and construction costs, and on-going management, operational costs and revenues.

- Provide a final recommendation on the preferred mental health model for McLennan County.

Section X. Qualifications of Proposing Firm

- A. **QUALIFICATIONS**: The awarded Consultant(s) should specialize in Mental Health Needs Assessments. To be eligible to respond to this RFP, the proposing firm must demonstrate that it, or the principals assigned to the project, have successfully completed services similar to those specified in the Scope of Work section of this RFP to institutions similar in size and complexity to McLennan County.
- B. **REFERENCES**: Heart of Texas BHN requires respondent to supply with the statement of qualifications, a list of at least three (3) references where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.
- C. **RESPONSIBILITY**: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:
- Have adequate financial resources, or the above ability to obtain such resources as required
 - Have a satisfactory record of performance
 - Be otherwise qualified and eligible to receive an award
- D. **SYSTEM FOR AWARD MANAGEMENT**: Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the search results that includes the record December 10, 2021.
- E. **TIME OF PERFORMANCE**: It is imperative that the prospective respondent respond to BHN requests in a timely manner and comply with required or proposed delivery schedules. Please describe how you intend to respond to and track BHN requests.
- F. **PROPOSAL REQUIREMENTS**: All proposals shall demonstrate the vendor(s) experience in performing a project of this scale and complexity. For the BHN representatives to accurately evaluate whether or not the respondent meets "Minimum Qualifications for All Respondent" and the "Specifications" proposals shall Include:
- Letter of Transmittal signed by the individual authorized to negotiate for and contractually bind the company.

- Table of Contents
- Brief summary of: a. Recent projects. b. Projects you have experience in that are similar to the project described in this solicitation. c. Projects that show experience or ability to engage in value engineering to complete a project within budget.
- Brief general statement of qualifications that responds to the project introduction and description provided above • List of at least the last three (3) projects the firm has completed including the name of the project, client contact, owner's total initial budget, total project cost, date of bid, scheduled completion date and actual completion date
- BHN is interested in team's (including sub consultants) experience in Texas regarding mental health facility planning, feasibility, design, and construction. Projects should be listed based on the consistency with the RFP, including planning, programming, expansion, and/or new construction for mental health facilities work completed. Particular emphasis should be placed on innovative, sustainable and cost-effective solutions (construction and maintenance/operations)
- The team's organizational structure, their understanding of the project issues and their approach to the project including technical and management factors that will lead to a quality design and operation shall be included. Respondents are encouraged to use this section of the submittal to address optional improvements to the scope of services requirements outlined in the RFP. Competitive advantages or special capabilities of project teams should be highlighted in this section as well as the intended methods to ensure:
 - a. Project design performance and product reliability
 - b. Cost effectiveness
 - c. Ability to meet budgets and schedules
 - d. Effective project management
 - e. Quality control
- Contact information for at least three references
- Provide name of firm, complete address, contact person, telephone number, fax number, and email address
- Resumes of personnel who will be involved (appendix materials)

Sheet size is limited to 8½" x 11" sheets only, using 12-point font. The proposal must include an organizational chart containing the names, telephone numbers, and e-mail addresses for the prime provider and any sub-providers if proposed for the team and their contract responsibilities by work category. The organizational chart is permissible to use an 11" x 17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

The proposal must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted.

G. Cost Proposal

The awarded vendor(s) will be paid based upon a “not to exceed” amount for each task, as well as a fee schedule for reimbursable expenses.

- Each major task shall be identified,
- Number of hours planned for each task,
- Hourly rates/fees of individuals performing the work,
- Costs associated with making presentations at up to two public meetings,
- Estimated total maximum cost for the project.

The cost proposal should also address the vendor(s) willingness to perform additional analytical work in the event additional project tasks are needed or should additional work be necessary after the project is completed, and the hourly rate(s) that would be charged for such work.

Payment by the BHN for the services will be made only after the services have been performed and an invoice is submitted in a form specified by the BHN. The invoice should specifically describe the services performed, the name(s) of the personnel performing such services. The appropriate BHN representative must approve the invoice. BHN will make payment monthly, thirty (30) days after receipt of the invoice.

H. Evaluation Criteria

The Evaluating Committee will evaluate each respondent’s proposal based on a comprehensive set of criteria. Proposals received shall be evaluated and ranked by BHN according to the following criteria: (Maximum Point Total 100)

1. Program understanding/program approach 30 points
2. Experience and Capabilities 30 points
3. Team and Qualifications 20 points
4. Program cost proposal 20 points

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SECTION XI – 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.

- 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 proposal 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: _____

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)*

- ☐ Women (Check here if you are a self-employed woman)
- ☐ Black Americans
- ☐ Hispanic Americans
- ☐ Native Americans
- ☐ Asian Pacific Americans
- ☐ 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: _____

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 BHN to make a payment to the Contractor this form must be on file.

Form 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: 5px 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.
Print or type. See Specific Instructions on page 3.	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">2 Business name/disregarded entity name, if different from above</div> <div style="display: flex; justify-content: space-between;"> <div style="width: 75%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</div> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ► _____ </div> <div style="width: 55%;"> <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </div> </div> </div> <div style="width: 25%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</div> <div style="font-size: x-small;">Exempt payee code (if any) _____</div> <div style="font-size: x-small;">Exemption from FATCA reporting code (if any) _____</div> <div style="font-size: x-small;">(Applies to accounts maintained outside the U.S.)</div> </div> </div>	
	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">5 Address (number, street, and apt. or suite no.) See instructions.</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">6 City, state, and ZIP code</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">7 List account number(s) here (optional)</div> </div> <div style="width: 35%;"> <div style="border-bottom: 1px solid black; height: 40px;">Requester's name and address (optional)</div> </div> </div>	
	<div style="background-color: #f2f2f2; border: 1px solid black; padding: 5px;"> Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later. Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter. </div>	
	<div style="display: flex; justify-content: space-between;"> <div style="width: 65%;"> Part II Certification Under penalties of perjury, I certify that: 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. </div> <div style="width: 30%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Social security number</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Employer identification number</div> </div> </div>	
	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Signature of U.S. person ►</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Date ►</div>	
	<div style="background-color: #f2f2f2; border: 1px solid black; padding: 5px;"> General Instructions Section references are to the Internal Revenue Code unless otherwise noted. 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. Purpose of Form 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 (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. <ul style="list-style-type: none"> • 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) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <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> </div>	

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
Contracts Management Unit
6400 Imperial Drive
Waco, Texas 76712
contractsmanagement@hotbhn.org

Notice “Not to Participate” RFP 26-001 McLennan County Countywide Mental Health Needs Assessment Firm

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.

Thank you for your time and assistance.

Attachment E

Certificate Regarding Lobbying

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 employee of an 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 of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

Statement for Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION <div></div>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <div></div>	* First Name: <div></div> Middle Name: <div></div>
* Last Name: <div></div>	Suffix: <div></div>
* Title: <div></div>	
* SIGNATURE: <div></div>	* DATE: <div></div>

Attachment F

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY Date Received
1	Name of vendor who has a business relationship with local governmental entity.	
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3	Name of local government officer about whom the information is being disclosed. <div style="text-align: center;">_____</div> <div style="text-align: center;">Name of Officer</div>	
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. <div style="margin-left: 40px;"> 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? <div style="display: flex; justify-content: space-around; width: 100%;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> <div style="margin-left: 40px; margin-top: 20px;"> 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? <div style="display: flex; justify-content: space-around; width: 100%;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>	
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	<input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).	
7	<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 30%; text-align: center;">_____</div> <div style="width: 30%; text-align: center;">_____</div> <div style="width: 30%; text-align: center;">_____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 30%; text-align: center;">Name of signatory</div> <div style="width: 30%; text-align: center;">Signature</div> <div style="width: 30%; text-align: center;">Date</div> </div>	

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 8/14/2024

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

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 <div style="font-size: 2em; transform: rotate(-30deg); opacity: 0.5;">Must file online at www.ethics.state.tx.us/File</div>																	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.																			
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.																			
4 <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div>	City, State, Country (place of business)	Nature of Interest (check applicable) <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; border-bottom: 1px solid black;">Controlling</td> <td style="width: 50%; text-align: center; border-bottom: 1px solid black;">Intermediary</td> </tr> <tr><td style="height: 1.2em;"></td><td style="height: 1.2em;"></td></tr> <tr><td style="height: 1.2em;"></td><td style="height: 1.2em;"></td></tr> <tr><td style="height: 1.2em;"></td><td style="height: 1.2em;"></td></tr> <tr><td style="height: 1.2em;"></td><td style="height: 1.2em;"></td></tr> <tr><td style="height: 1.2em;"></td><td style="height: 1.2em;"></td></tr> <tr><td style="height: 1.2em;"></td><td style="height: 1.2em;"></td></tr> <tr><td style="height: 1.2em;"></td><td style="height: 1.2em;"></td></tr> </table>		Controlling	Intermediary														
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 is _____, _____, _____, _____, _____. <div style="text-align: center; font-size: 0.8em;">(street) (city) (state) (zip code) (country)</div> 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; font-size: 0.8em;">(month) (year)</div> <div style="text-align: right; margin-right: 100px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>																			
ADD ADDITIONAL PAGES AS NECESSARY																			