



**Request for Proposals
RFP 26-003**

**General Contractor
for
Outpatient Behavioral Health Facility**

October 2025

Issue Date: October 25, 2025

Due Date: November 10, 2025 by 2:00 p.m. (CDT)

INVITATION

Heart of Texas Behavioral Health Network for Behavioral and Developmental Healthcare (“Center”) is seeking proposals from qualified firms experienced in providing General Contractor Services for the renovation of a Behavioral Health Facility located in Waco, TX.

Any firm wishing to submit responses is encouraged to submit a formal Letter of Intent to Bid by **Tuesday, October 28, 2025, at 4:00 p.m. CDT**. The letter must be sent as an email attachment to Contracts Management- contractsmanagement@hotbhn.org. 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 26-003 General Contractor Services for Outpatient Behavioral Health Facility”**.

A letter of intent is required 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 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 Center 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, the Center reserves the right to reject any and all responses, and to waive formalities and reasonable irregularities in submitted documents. The Center may also waive any requirements in order to take the action which it deems to be in the best interest of Center. This RFP does not obligate the Center to pay for any costs incurred by firms in the preparation and submission of a response. Furthermore, this RFP does not obligate the Center 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The written requirements contained in this Request for Proposals shall not be changed or superseded except by written addendum from the Center’s Director of Facilities, Logistics, Fleet and Maintenance. Failure to comply with the written requirements for this RFP may result in disqualification of the response by the Center.

Responses are to be sealed, marked with the submitting firm’s name and address, and labeled: **“RFP 26-003” General Contractor Services for Outpatient Behavioral Health Facility** and delivered to:

ATTN: Contracts Management Unit
Heart of Texas Behavioral Health Network
PO Box 890
Waco, Texas 76703-0890

No later than Monday, November 10, 2025, at 2:00 P.M. Central Daylight Time (CDT).

Request for Proposal (RFP) Timeline and Events

Note: The Center reserves the right to adjust this schedule, as necessary. Any significant changes to the schedule will be published via RFP Amendment.

Request for Proposal Issued	Saturday, October 25, 2025
Formal Letter of Intent to Bid	Tuesday, October 28, 2025, by 4:00 PM CST.
Optional Bid Walk	Thursday, October 30, 2025, or Friday, October 31, 2025
Vendor Questions Deadline	Monday, November 3, 2025, by 4:00 pm CST
Answers to RFP Questions Released	Tuesday, November 4, 2025, by 4:00 pm CST.
Deadline for RFP Submission	Monday, November 10, 2025, by 2:00 p.m. CST
Proposal Opening	Monday, November 10, 2025, by 2:30 p.m. CST.

****A Proposal opening will be held following receipt of all Proposals at: 6400 Imperial Drive, Waco, Texas 76712**

Award is contingent upon Board Approval at the November 20, 2025, meeting.

*This schedule is preliminary and may be modified by Heart of Texas Behavioral Health Network

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Section I. – Overview

Background and Objectives

Heart of Texas Behavioral Health Network, Jefferson Center (the “Center”) is a unit of local government with non-profit status. The Center 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 the following six Central Texas counties; Bosque, Falls, McLennan, Limestone, Hill and Freestone.

Our Guiding Principles:

- The Heart of Texas Behavioral Health Network strives to deliver accessible, caring, and responsive support services to individuals and families coping with mental illness, intellectual and developmental disabilities, developmental delays, and emotional conflict.
- The Heart of Texas Behavioral Health Network does not discriminate based on a person’s race, color, sex, age, national origin, disability, religion, gender identity, sexual orientation, or inability to pay.
- We are actively involved with community initiatives that will improve the quality of life.

The Center is requesting qualifications for the selection of a general contractor for the renovation of an existing Outpatient Clinic Facility located in Waco, Texas.

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.

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SECTION II – INSTRUCTIONS TO PROPOSERS

Pursuant to the provisions of the Texas Government Code, Chapter 2269, Subchapter F, it is the intention of Heart of Texas Behavioral Health Network to select, via One Step Method, Request for Proposals (RFP), a General Contractor for the Behavioral Health Facility Project. For the purposes of this document, -- **Heart of Texas Behavioral Health Network** shall be referred to as the “**Owner**.”

This Request for Proposal (RFP) contains information and instructions to enable interested Proposers to prepare and submit a Proposal Submittal and Cost Submittal, as well as information on the selection process.

1. PRE-PROPOSAL QUESTIONS.

All questions regarding clarification or interpretation of the RFP will be submitted in writing by the Proposer and must be received by **4:00 p.m. on November 3, 2025**. Answers to the questions will be posted on the Owner’s website at <https://hotbhn.org/human-resources/procurement/> by **4:00 p.m. on November 4, 2025**. No questions will be addressed unless provided in writing. All correspondence pertaining to this RFP should be addressed to: contractsmanagement@hotbhn.org.

2. SUBMISSION OF PROPOSAL RESPONSES.

2.1. Submission.

- 2.1.1. All proposals submitted for consideration shall follow these steps as described herein.
- 2.1.2. The offeror shall submit a Qualification Submittal and shall include a response to all the requirements as indicated herein).
- 2.1.3. Using the Cost Forms, the Offerors shall be required to submit a Cost Submittal which includes the Offeror’s proposed pre-demolition services fee and fee to fulfill the general conditions.
- 2.1.4. The Proposal responses shall be returned to an envelope or package marked on the outside with the Proposer’s name, address and proposal information listed below.
- 2.1.5. Proposals must be returned in sufficient time to be received and time-stamped by the Owner on or before the time and date shown on this RFP. It is the sole responsibility of the Proposer to ensure timely delivery of the Proposal. The Owner will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Proposer.
- 2.1.6. Receipt of any Addenda must be acknowledged by signing in the space provided on the attached Cost Proposal Certification Form to be enclosed with the Proposer’s response.
- 2.1.7. The package containing your Proposal shall include one (1) original, four (4) copies, and (1) electronic copy.

2.2. Closing Time.

- 2.2.1. All proposal responses must be received by Heart of Texas Behavioral Health Network no later than the time and date listed below. Reference the RFP and closing date on any correspondence. Proposals will be received by the Owner at the following location and time:

Time/Date: Qualifications and Cost Submittal received until
2:00 p.m. on November 10, 2025.

Location:
Heart of Texas Behavioral Health Network
6400 Imperial Drive
Waco, Texas 76712

On the above date and location, the responses will be opened and respondent's names read aloud, and prices/fees read aloud.

2.2.2. Responses received after the published time and date shall not be considered.

3. REQUIRED SUBMITTAL CONTENTS.

- 3.1. The Owner has established guidelines to facilitate review and evaluation of each Proposer's response. The Proposer will include and organize their response in accordance with the following: **(1) electronic copy of requested items.**
- 3.2. Order of Response Information
 - 3.2.1. Cover Letter – One page.
 - 3.2.2. Questionnaire Response
 - 3.2.3. Certification Forms
Cost Form(s) and Attachment 'K'-Deviations/Signature Page
- 3.3. Each Proposer shall furnish the information required by this RFP and in the order required. The person signing the Proposal Response Certification Form must be a person authorized by the proposing firm to sign the proposal and bind the firm thereto.

4. CONTRACTOR SELECTION.

- 4.1. Upon receipt, the Owner will review the RFP responses, conduct interviews if deemed appropriate, and make recommendations to the Board of Trustees.
- 4.2. Selection Process
 - 4.2.1. THIS IS A NEGOTIATED PROCUREMENT, and as such, award will not necessarily be made to the Proposer submitting the lowest fee/cost Proposal.
 - 4.2.2. **The Owner will evaluate Proposals on the basis of the selection criteria listed below. A weighted value for each of the areas listed below is assigned and will be used in determining the General Contractor which provides the Owner with the "Best Value."**
- 4.3. Evaluation.
 - 4.3.1. The Contractor will be selected via the one-step evaluation process, pursuant to the Texas Government Code Chapter 2269, Subchapter F.
 - 4.3.2. Upon receipt of Submittals, the Evaluation Team will review and evaluate the proposal based on the following evaluation criteria:

General Firm Information and Reputation	20 points
General Experience	20 points
Technical Competence	10 points
Price (Fee and General Conditions)	50 points
- 4.4. Contact with the Owner during the Proposal Process. Offerors are not permitted to contact any -- Board of Trustee member, officer, or employee (other than as identified above) during the Proposal Process. No gratuities of any kind will be accepted, including meals, gifts, or trips. **Violation of these conditions will**

subject offeror to immediate disqualification.

- 4.5. All responses in your submission may be used to rank offerors based on the criteria. The Owner reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the Owner without regard to whether such information appears in your submission.
- 4.6. By submitting, each offeror agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any submission, including, but not limited to: waiver of any requirements under the submission documents; acceptance or rejection of any submission; and award of a contract.
- 4.7. The Owner shall have no contractual obligation to any offeror, nor will any offeror have any property interest or other right in the contract or Work being proposed unless and until a contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Contractor have been so fulfilled by the Contractor.

5. RESERVATIONS.

The Owner has the right to:

- 5.1. Waive any minor informality in any Proposal procedure.
- 5.2. Reject or cancel any or all Proposal responses.
- 5.3. Reject the Proposer's response based on partnerships(s) and/or any other factor the Owner deems not in the best interest of the Center.
- 5.4. Extend the Proposal opening time and date.
- 5.5. Reissue a new Request for Proposals.
- 5.6. Consider and accept any response that is considered in the best interest of the Center.
- 5.7. The Owner may make an award without discussion with any Proposer, after the proposal responses are received and evaluated.
- 5.8. Open Records Requirement – All documents submitted as part of the Contractor's Proposal response will be deemed confidential during the evaluation process. Contractor Proposal responses will not be available for review by anyone other than the Owner staff or its designated agents. Following award of contract, all Proposals become public documents and are available for public viewing upon written request to the Owner except where Proposal information is considered to be confidential or a trade secret belonging to the Proposer and, if released would give advantage to a competitor. That information should be clearly marked: "CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION." Please note that all information is subject to the Texas Public Information Act.
- 5.9. Availability of Funds – In the event that sufficient funds are not available for the project, the Owner reserves the right to negotiate the scope of this contract, delay implementation, reject all Proposals, or award another type of contract other than that required in this RFP.

6. THE CONTRACT.

- 6.1. Owner will supply contract.

7. OTHER GENERAL REQUIREMENTS:

- 7.1 **Required Information for Criminal Conviction Checks.** Contractor agrees to provide conviction data on Contractor or any of Contractor's officers, employees or agents whose duties place them in direct contact with clients in accordance with Vernon's Texas Codes Annotated, Health and Safety Code, §533.007, as amended; Chapter 250, the Texas Government Code §411.115; and Chapter 414, Subchapter K of Title 26 of the Texas Administrative Code. Results must be reported to the Owner's Contracts Department on all existing staff, new staff, and must be updated annually for all employees. Should any employee have been convicted, received a probated sentence, or for whom there exists an arrest warrant or wanted persons notice relevant to his employment, Contractor will immediately remove the employee or agent from any direct contact with clients. If Contractor, its officers, employees, or agents, has a conviction as described in this section of this Agreement, then this Agreement may be terminated without prior notice. For the purposes of this Agreement, a crime relevant to a person's employment and/or duties shall be defined as any sexual offense, drug-related offense, homicide, theft, assault, battery, or any other crime involving personal injury or threat to another person.
- 7.2 **WAIVER OF CLAIMS:** By submitting a Proposal, each Respondent agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any Proposal; waiver of any requirements under the Proposal documents; acceptance or rejection of any Proposal; and award of a contract.
- 7.3 **REQUIRED NOTICES OF WORKERS' COMPENSATION INSURANCE COVERAGE:**
The Texas Workers' Compensation Commission has adopted rule 28 TAC, sec. 110.110, relating to REPORTING REQUIREMENTS FOR BUILDING OR CONSTRUCTION PROJECTS FOR GOVERNMENTAL ENTITIES. The rules apply to all building or construction contracts advertised for bid on or after September 1, 1994. The rules implement sec. 406.096, Texas Labor Code, which requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity.
- 7.4 **PREVAILING WAGE RATE DETERMINATION:** Respondents are advised that the Texas Prevailing Wage Law will be administered in accordance with the General Conditions (A201, as modified by the Owner). The Owner's prevailing wage schedule included in Attachment "E" to this RFP.

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SECTION III- PROJECT SCOPE and INFORMATION

8.1 Pursuant to the provisions of the Texas Government Code, Chapter 2269, Subchapter F, it is the intention of the Owner to select, via a One Step Method, Request for Proposals (RFP) for General Contractor for the renovation of the following:

8.2 **Project:** Schedule and Project Description in table below.

Facility	Brief/General Description	Construction Budget	Complete General Contractor
Outpatient Behavioral Health Facility	Heart of Texas Behavioral Health Network is renovating an outpatient behavioral health facility at 1105 Jefferson Avenue, Waco, TX. The project scope will be defined as 3 distinct scopes: 1. Renovation of a Diversion Room (A100). 2. Full building putback- drywall, paint, flooring from previous abatement 3. All Alt.- renovation of the lobby space (B100 and B101). The building has been abated and will need full drywall putback, paint, flooring throughout and then the renovation of a room to create a “Diversion Room” and the renovation of the lobby space. The lobby space B100 and B101and B108 are to be bid as add alternates. Finish Schedule for full building provided. Paint colors will be selected upon bid award.	\$500k	Early Spring 2026

8.3 Scope consists of all drywall putback, paint, and flooring in ALL Locations on the floor plan.

8.4 ANTICIPATED SCHEDULE

Contractor to provide schedule in RFP.

The target start date is November 2025 and the finish date is early Spring 2026.

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SECTION IV – QUESTIONNAIRE

RFPs are to include the information requested in this questionnaire in the sequence and format prescribed. Each selection criteria is associated with certain questions and will be evaluated based on this format. Failure to respond in this sequence and format will result in reduction of points or disqualification.

Supplemental materials providing additional information may be attached if limited to three (3) pages.

General Firm Information and Reputation

1. Name of Firm
2. Address of principal's office
3. Phone Number
4. Fax Number
5. Type of Business Organization (Corporation, Partnership, etc.)
6. Year Founded
7. Contact Person (with telephone and **email address**)
8. Does your organization qualify as a resident bidder under Texas Government Code Chapter 2252? If not, please list the state of residence of your organization.
9. State how many years your organization has been in business in its current capacity.
10. Has your organization operated under any former names? If so, list those names.
11. If your organization is a corporation, state the date of incorporation, the state of incorporation, president's name, vice president's name, secretary's name, and treasurer's name.
12. If your organization is a partnership, state the date of organization, type of partnership, and names of general partners.
13. If your organization is individually owned, state the date of organization and the name of the owner.
14. If your organization is a form other than those listed above, please describe it and name your principals.
15. List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.
16. List jurisdictions in which your organization's partnership or trade name is filed.
17. Provide the name of the bonding company your organization uses, including the name and address of an agent. Proof of ability to bond (and remaining total bonding capacity) will be required prior to selection.
18. Within the last five (5) years, has an officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details).
19. Claims and suits: If the answer to any of the questions below is yes, please attach details:
 - 19.1. Has your organization ever failed to complete any work awarded to it?
 - 19.2. Are there any judgments, claims, arbitration proceedings, or suits outstanding against your organization or its officers?
 - 19.3. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years?
 - 19.4. Has your organization had any claims asserted against it in the last five (5) years?
20. Provide business references.
21. Provide information related to your firm's accident frequency rate for the last five (5) years, including any OSHA citations and deaths that have occurred on your projects.
22. Describe your organization's safety program and provide your workers' compensation experience modification factor. List of any safety awards your company has received within the past five (5) years.

End of Questionnaire

SECTION V – FORMS AND DOCUMENTS

Forms and Document Follow

ATTACHMENT ‘A’

2025-10-10- Issue for Bidding- Bid Documents from Nisbet Architecture (10 Pages)

ATTACHMENT ‘B’

“ BHN Jefferson Bid Form- Attachment B”

CUMMING GROUP

913 Franklin Ave. Suite 207 - WACO, TEXAS 76701 - PHONE (713) 703-7816

BHN Jefferson Bid Form – Attachment B

1.1 BIDDER INFORMATION

- A. NAME OF BIDDER: _____
- B. BIDDER'S ADDRESS: _____ Zip Code _____
- C. BIDDER'S PHONE: (____) _____ - _____

1.2 STIPULATED SUM BASE BID PRICE

- A. The Undersigned, having familiarized itself with all local conditions to be encountered affecting the cost of the Work and having examined the Budgeting Documents proposes to perform everything required to be performed and to furnish all of the labor, materials, tools, equipment, and services necessary to complete the designated Work in connection with the project, for the Stipulated Sum Base Bid Price of:

Renovation Cost:

_____ Dollars (\$ _____)

ALTERNATES:

Alternate- Lobby (B100, B101, B108) Cost:

_____ Dollars (\$ _____)

Alternate- LVT Flooring in Offices Cost-

_____ Dollars (\$ _____)

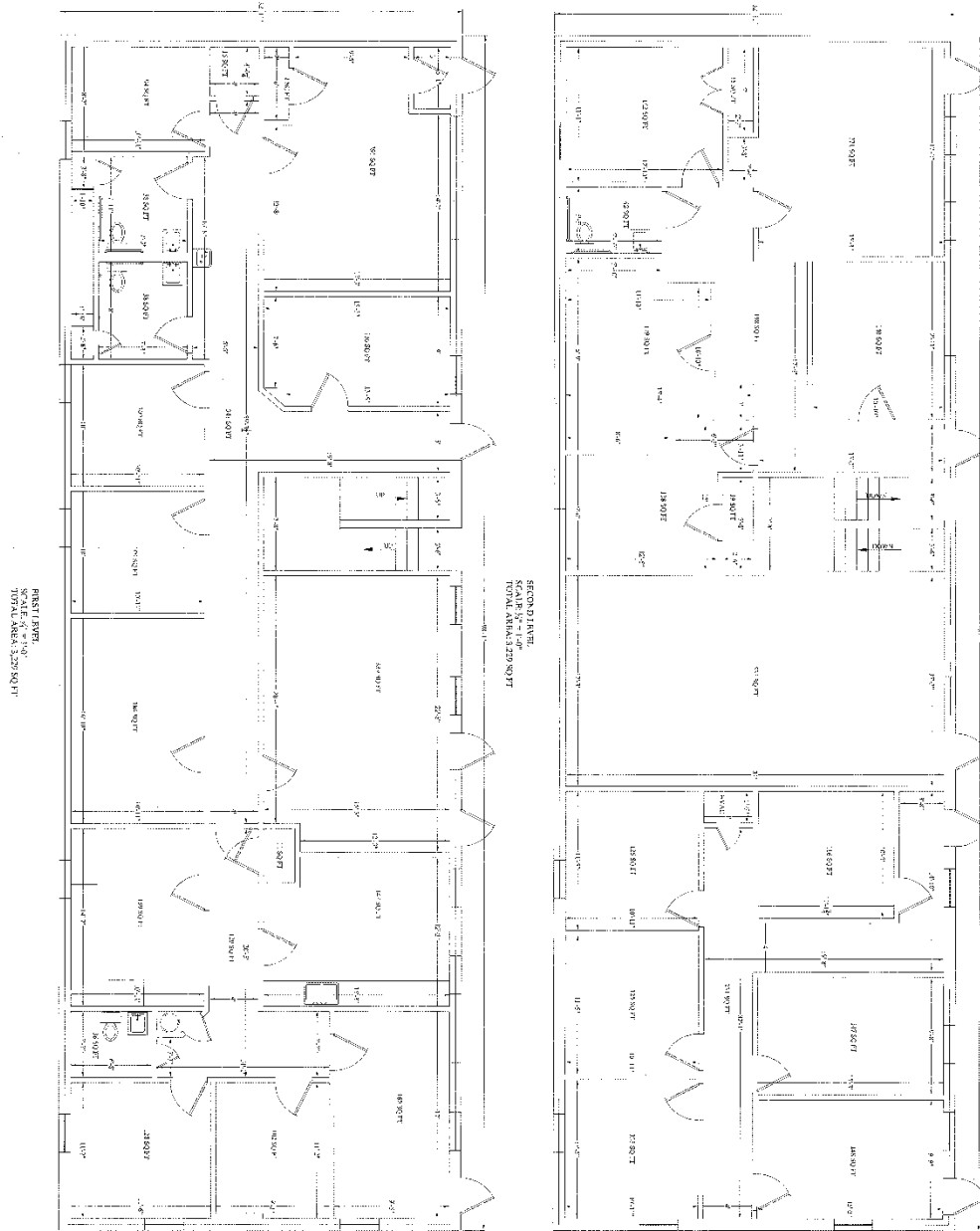
Percentage fee for contract modifications: _____

- B. Provide a schedule of values for each scope of work identified above and list all allowances and contingencies. All assumptions, exclusions and substitutions should be noted.
- C. The amounts shown above shall be both in words and in figures. In case of discrepancy, the amount shown in words shall govern.
- D. Said Stipulated Sum Base Bid shall be subject to all the terms of the Contract.
- E. Tax and ALL applicable costs should be included in all sums above.

1.3 BID FORM INSTRUCTIONS

- A. The Undersigned shall base its bid on the Project Documents and Addenda without deviation from, or elimination of, any requirements. UNCERTAINTIES IN INTERPRETATION SHALL BE CLARIFIED PRIOR TO SUBMITTAL OF THIS BID FORM. NO QUALIFICATIONS OR UNSOLICITED ALTERNATES AT BID TIME ARE ACCEPTABLE, WITH THE EXCEPTION OF PROPOSED SUBSTITUTIONS AS LISTED ELSEWHERE HEREIN.

ATTACHMENT 'C'



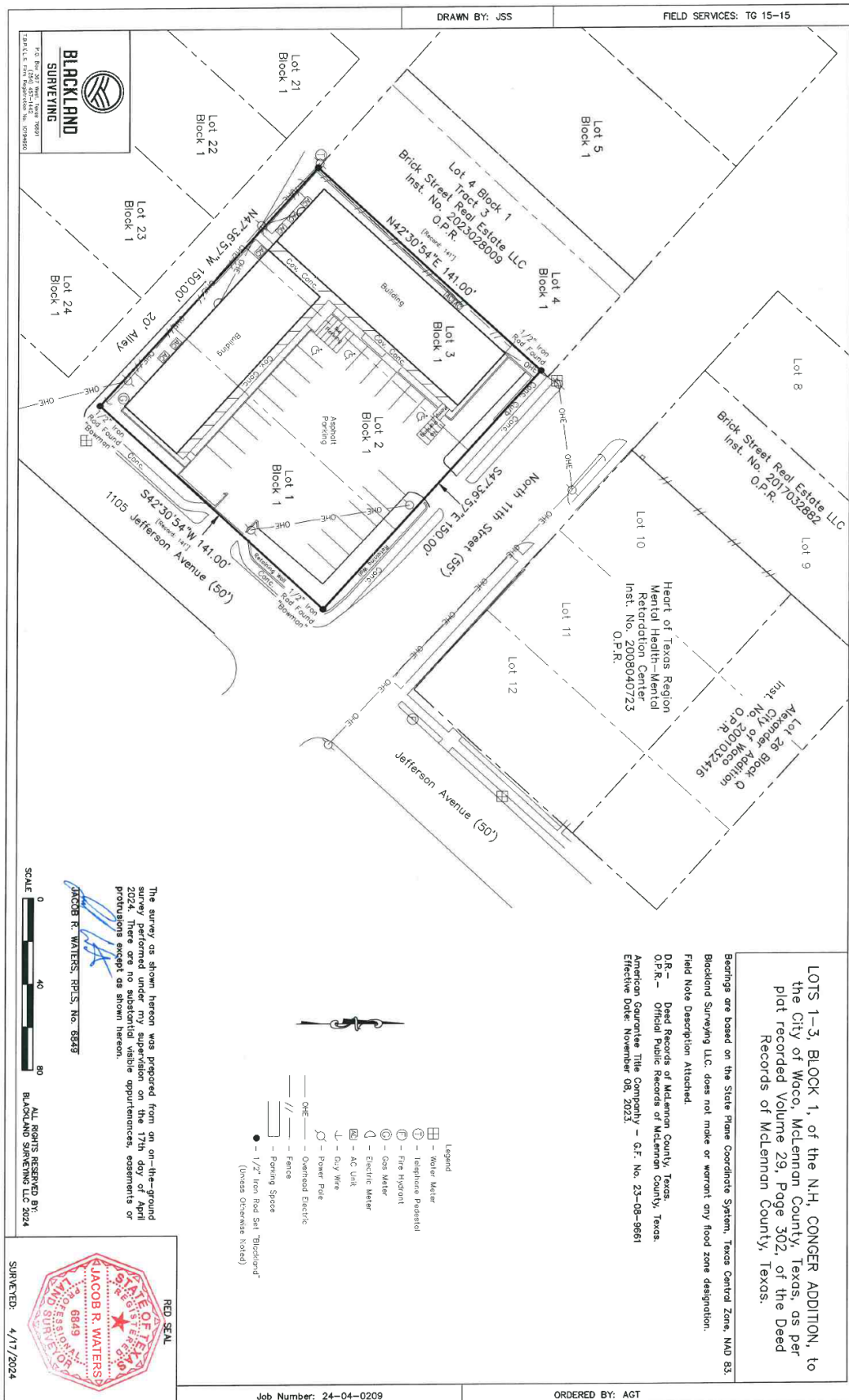
175422

ABACUS ENGINEERING, INC.

1185 FLETCHERSON AVE. MINN.
EXISTING WEST WING FLOOR PLAN

**PROFESSIONAL ENGINEERING
& DESIGN SERVICES**
ENERGY ELECTRICAL
INDUSTRIAL
COMMERCIAL RESIDENTIAL

ATTACHMENT 'D'



ATTACHMENT 'E'

FELONY CONVICTION NOTIFICATION

In accordance with Vernon's Texas Codes Annotated, Health and Safety Code, §533.007, as amended; Chapter 250, the Texas Government Code §411.115; and Chapter 414, Subchapter K of Title 25 of the Texas Administrative Code, Contractor agrees to provide conviction data on Contractor or any of Contractor's officers, employees or agents whose duties place them in direct contact with clients. Results must be reported to the Owner's Contracts Department on all existing staff, new staff, and must be updated annually for all employees. Should any employee have been convicted, received a probated sentence, or for whom there exists an arrest warrant or wanted persons notice relevant to his employment, Contractor will immediately remove the employee or agent from any direct contact with clients. The notice must include a general description of the conduct resulting in the conviction of a felony."

If Contractor, its officers, employees, or agents, has a conviction as described in this section of this Agreement, then any Agreement may be terminated without prior notice. For the purposes of this Agreement, a crime relevant to a person's employment and/or duties shall be defined as any sexual offense, drug-related offense, homicide, theft, assault, battery, or any other crime involving personal injury or threat to another person. The Owner must compensate the person or business entity for services performed before the termination of the contract.

This notice is not required of a Publicly Held Corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been received by me and the following information furnished is true to the best of my knowledge.

Proposer's Company Name _____

Authorized Company Official's Name (Printed) _____

A. My firm is a publicly held stock-exchange corporation; therefore, this requirement is not applicable.

Signature of Company Official: _____

Date Signed: _____

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official: _____

Date Signed: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony (printed name and general description of type of felony or felonies):

1. _____
2. _____
3. _____
4. _____

Signature of Company Official: _____

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ATTACHMENT 'F'

NO-CONFLICT OF INTEREST, ANTI-LOBBYING

By submission of this response, the undersigned certifies that:

1. Neither the Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Respondent or potential Respondent or given any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached response or the response of any other Respondent, and further states that no such money or other reward will be hereinafter paid.
2. No attempt has been made or will be made by this firm's officers, employees, or agents to lobby, directly or indirectly, theHeart of Texas Behavioral Health Network (HOTBHN) or its Board of Trustees between response submission date and award by HOTBHN.
3. No officer or stockholder of Respondent is a member of the staff or related to any employee of HOTBHN except as noted below:

The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the Respondent as well as to any person signing on its behalf.

Signature of Authorized Official: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT 'G'

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000.

Contractors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting the offer and signing this certificate, this bidder:

Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (_36).

Signature of Authorized Company Representative

ATTACHMENT 'H'

CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for HOTBHN to determine residency. **Section: 2252.001** (3) 'Non-resident bidder' refers to a person who is not a resident. (4) 'Resident bidder' refers to a person whose principal place of business in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. **Section: 2252.002** A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's place of business is located.

I certify that _____
(Name of Company Bidding)

Is, under Section 2252.001 (3) and (4), a resident Bidder _____ Non-resident Bidder _____

My or Our principal's place of business under Section: 2252.001 (3) and 94), is in the city of _____
_____ in the state of _____

Signature of Authorized Company Representative

CONFLICT OF INTEREST NOTICE
Heart of Texas Behavioral Health Network

Notice to Vendors
Conflict of Interest Questionnaire Required by Chapter 176 of the Texas Local Government Code

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at:
<https://statutes.capitol.texas.gov/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, which exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity;

or

- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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 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?

☐☐

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a 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

7

Signature of vendor doing business with the governmental entity

Date

<i>ATTACHMENT ‘J’</i>

CERTIFICATION OF INTERESTED PARTIES- FORMS 1295

A person or business entity entering into a contract and/or agreement with Heart of Texas Behavioral Health Network is required by the New Government Code Statute §2252.908, to complete Form 1295 “Certificate of Interested Parties” located at <https://www.ethics.state.tx.us/filinginfo/1295/> Once the online submission has been processed and a claim number has been issued, the form must be printed with the claim number, then signed and submitted along with the bid/quote/proposal document(s).

THIS FORM MUST BE COMPLETED ONLINE

ATTACHMENT 'K'

DEVIATIONS / SIGNATURE PAGE

In the event the undersigned Respondent intends to deviate from the general terms, conditions, or specifications listed within this proposal, all such deviations must be listed on this page, with complete and detailed conditions and information also being attached. In the absence of any deviation entry on this form, the Respondent assures the Owner of their compliance with the Terms, Conditions, Specifications, and information contained within this PROPOSAL.

List Deviations here (or attach additional pages as needed);

Deviations:

The Owner will be the sole judge to determine if deviations are acceptable in meeting the needs of the Owner.

The Owner reserves the right to withdraw this request for qualifications at any time and for any reason. The Owner also reserves the right to award or not award this contract in any manner deemed to be in the best interest of the Owner.

**All Respondents MUST COMPLETE this page.
Sign and return with response or your submission may be considered non-responsive.**

Our response is submitted according to: _____ **Deviations listed above**

_____ **No Deviations**

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

ATTACHMENT 'L'

CERTIFICATE OF COMPLIANCE

Pursuant to Texas Government Code Chapter 2271.002, if this contract is valued at \$100,000 or more and if Contractor has at least ten (10) full time employees, then Contractor represents and warrants to Heart of Texas Behavioral Health Network that the Contractor does not boycott Israel and will not boycott Israel during the term of the contract with the Owner. This section does not apply to sole proprietorship.

Signature of Authorized Representative _____

CERTIFICATE OF NON-COLLUSION STATEMENT

“Non-collusion Statement”: “The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, etc., or individual has not prepared this bid in collusion (*An agreement between two or more persons to deceive the owner or defraud the owner of its rights*) with any other bidder, board member, or Center employee, and that the contents of this bid as to prices, quality or products, terms and/or conditions, etc., have not been communicated by the undersigned nor by any other employee, agent and/or representative of the company, corporation, firm partnership, etc., or individual to any other person engaged in this type of business prior to the official opening of this bid for the intent or purpose of collusion.”

Signature of Authorized Representative _____

CERTIFICATION

I, or we the duly authorized undersigned, having carefully read the Request for Proposals RFP26-003, do hereby agree to enter into a contract with --, by tendering this proposal to perform the work required and/or provide the products(s) specified in this solicitation. The prices in this proposal have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other Proposer or with any competitor. I, we, are authorize to submit this proposal and have not been a party to any collusion among Proposer(s) in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with and -- employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or I any terms of the prospective contract except in any authorized discussions(s) with -- Contracts Department, or in any discussions or actions between Proposer/Proposers and any -- employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract. I, or we, also certify the accuracy of the certifications required which accompany this proposal.

Date _____

Name of Company _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

ATTACHMENT 'M'

EXECUTION OF OFFER

The Respondent must complete, sign, and return this Execution of Offer as part of their Qualifications. Failure to sign and return this form will subject the Qualifications to rejection by the Owner.

Respondent's Name: _____

Respondent's State of Texas Tax Account No.: _____
(This 11-digit number is mandatory)

If a corporation:

Respondent's State of Incorporation: _____

Respondent's Charter No: _____

Identify each person who owns at least 25% of the Respondent's business entity by name:

(Name)

(Name)

(Name)

(Name)

Further, Respondent acknowledges the following Addenda [Please list below, if any]:

Submitted and Certified By:

(Respondent's Name) (Title)

(Street Address) (Telephone Number)

(City, State, Zip Code) (Fax Number)

(AUTHORIZED SIGNATURE) (DATE)

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSAL MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR

OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S PROPOSAL, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT OWNER'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

BY SIGNATURE HEREON:

1. Respondent acknowledges and agrees that (1) this RFP is a solicitation and is not a contract or an offer to contract; (2) the submission by Respondent in response to this RFP will not create a contract between the Owner and Respondent; (3) the Owner has made no representation or warranty, written or oral, that one or more contracts with the Owner will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.
2. Respondent agrees to furnish to the Owner the services described in its proposal, and to comply with all terms, conditions and requirements set forth in the RFP and documents contained herein.
3. Respondent affirms that Respondent has not given and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Qualifications.
4. A corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.
5. Respondent certifies that neither the Respondent nor the firm, corporation, partnership, or Owner represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the Qualifications made to any competitor or any other person engaged in such line of business.
6. Respondent represents and warrants that:
 - a. Respondent is a reputable company regularly engaged in providing general contractor services necessary to meet the terms, conditions, and requirements of the RFP.
 - b. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions, and requirements of the RFP.
 - c. Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances.
 - d. Respondent understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Respondent will be required to operate.
 - e. Respondent, if selected by the Owner, will maintain insurance as required by the general contractor agreement.
 - f. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. Respondent acknowledges that the Owner will rely on such statements, information, and representations in selecting the successful Respondent. If selected by the Owner as the successful Respondent, Respondent will notify the Owner immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
 - g. Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment

and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.

- h. Under Section 2155.004, Texas Government Code, the vendor, or applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate.
 - i. Under Section 2254.004, Texas Government Code, the vendor, or applicant certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of its team was selected based on demonstrated competence and qualifications only.
- 7. Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements which may result from the submission of Respondent's Qualifications.
- 8. Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Rule 1 Tex. Admin. Code 111.2.
- 9. Respondent certifies that no relationship, whether as relative, business associate, by capital funding agreement or any other similar relationship exists between Respondent and a trustee or administrator of the Owner, and Respondent has not been an employee of the Owner within the immediate twelve (12) months prior to your RFP response. All such disclosures will be subject to administrative review and approval prior to the Owner entering into any contract with Respondent.
- 10. Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 2155.004 Texas Government Code).
- 11. Respondent represents and warrants that Respondent will comply with the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
- 12. Respondent certifies that Respondent will comply with all applicable federal laws and regulations pertaining to Equal Employment Opportunities.
- 13. By submitting a response to this RFP, Respondent agrees to waive any and all claims it has or may have against the owner and its trustees, employees and officers, including, but not limited to, those arising out of or in connection with the administration, evaluation, or recommendation of any response or proposal; waiver of any requirements under this RFQ, or the Contract Documents; acceptance or rejection of any response or proposal; and award of a contract.
- 14. By submitting a proposal, it is agreed that such proposal shall be valid and not withdrawn for a period of ninety (120) days from the date of opening.
- 15. Proposer understands and agrees that issuance of this RFP does not commit the Owner to award a contract or pay any costs incurred in the preparation of a response to this request.
- 16. The Owner reserves the right to waive any formality and to reject any or all proposals.
- 17. By submitting a proposal, I, on behalf of my firm, represent and warrant that it shall comply with the requirements of Subchapter J, Chapter 552, Government Code, and that should a contract be entered into between my firm and Heart of Texas Behavioral Health Network, my firm agrees that the contract can be terminated if my firm knowingly or intentionally fails to comply with a requirement of that subchapter.

ATTACHMENT 'N'

**Prevailing Wage Rate
Heart of Texas Behavioral Health Network
2025 MINIMUM PREVAILING WAGE RATES**

In accordance with Texas Government Code §2258.022 – H will use wage determinations of the Texas Workforce Commission Granbury Metropolitan Statistical Area.

Occupational Title	Wage
Brickmasons and Blockmasons	\$18.72
Carpenters	\$17.23
Cement Masons and Concrete Finishers	\$16.79
Construction and Building Inspectors	\$20.70
Construction and Related Workers, All Other	\$15.92
Construction Laborers	\$15.09
Control and Valve Installers and Repairers, Except Mechanical Door	\$19.82
Drywall and Ceiling Tile Installers	\$19.10
Earth Drillers, Except Oil and Gas	\$23.31
Electricians	\$17.58
Fence Erectors	\$13.10
First-Line Supervisors of Construction Trades and Extraction Workers	\$23.35
Glaziers	\$13.63
Hazardous Materials Removal Workers	\$17.75
Heating, Air Conditioning, and Refrigeration Mechanics and Installers	\$18.16
Helpers, Construction Trades, All Other	\$12.32
Helpers—Brickmasons, Blockmasons, Stonemasons, and Tile and Marble Setters	\$13.47
Helpers—Electricians	\$16.45
Helpers—Pipelayers, Plumbers, Pipefitters, and Steamfitters	\$14.09
Insulation Workers, Floor, Ceiling, and Wall	\$12.41
Insulation Workers, Mechanical	\$21.39
Millwrights	\$23.15
Operating Engineers and Other Construction Equipment	\$18.74
Painters, Construction and Maintenance	\$17.00
Paving, Surfacing, & Tamping Equipment Operators	\$18.02
Pipelayers	\$16.73
Plumbers, Pipefitters, and Steamfitters	\$18.86
Reinforcing Iron and Rebar Workers	\$20.43
Roofers	\$17.53
Septic Tank Servicers and Sewer Pipe Cleaners	\$16.88
Sheet Metal Workers	\$17.98
Structural Iron and Steel Workers	\$16.38
Telecommunications Line Installers and Repairers	\$21.58
Tile and Marble Setters	\$16.65

SECTION V – PROPOSAL FORM/COST FORM

PROJECT – General Contractor Services

1. GENERAL CONTRACTOR SERVICES NOT-TO-EXCEED COST

All costs for general contractor services including cost estimating, scheduling, and material cost analysis are included in the Fee, item 2, below. See Attachment A for more information regarding project specifications and Attachments C and D for additional details. However, if the general contractor service does not commence for any reason, payment to the general contractor for pre-contract services shall be the necessary and reasonable cost of such services, not to exceed the lump sum of:

Dollars \$ _____
(Amount in figures)

2. GENERAL CONTRACTOR SERVICES FEE: (This fee shall not include general conditions)

For overhead and profit and general contractor services, list your proposed fee as a percentage of the *Cost of the Work*.

_____%(Percent)

3. CERTIFICATION OF RECEIPT OF ADDENDA

The proposer certifies receipt of Addenda as follows: [List each]
