



Request for Proposal

RFP 26-004

Roof Replacement

6400 Imperial Drive

March 2026

Issue Date: March 14, 2026

Due Date: March 30, 2026, 2:00 p.m. (CST)

INVITATION

Heart of Texas Behavioral Health Network (“Center”) is hereby accepting Competitive Bid Proposals from Contractors experienced in Roofing Services, for our Administration building located at 6400 Imperial Drive, Waco, Texas 76712.

Companies wishing to submit proposals are encouraged to submit a written letter of intent to propose by **Tuesday, March 17, 2026 at 2:00 p.m. CST**. An email attachment sent to the Contracts Management Unit at contractsmanagement@hotbhn.org will be accepted. The letter must identify the name, address, phone, and email address of the person who will serve as the key contact for all correspondence regarding this RFP. Subject line for an email or Fax should be **“Letter of Intent for - RFP 26-004 Roof Replacement 6400 Imperial Drive”**.

A letter of intent is required in order for the Center to provide interested vendors with a list of any questions received and the Center’s answers to those questions. Those providing a letter of intent will also be notified of any addenda that are issued. If a letter of intent is not submitted, it will be the proposer’s responsibility to monitor the website to get 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 proposal and should govern themselves accordingly.

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

The written requirements contained in this Request for Proposal (RFP) shall not be changed or superseded except by written addendum from the Center’s Contract Manager.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

Submittals are to be sealed, marked with the submitting firm’s name and address and labeled: **“RFP 26-004 Roof Replacement 6400 Imperial Drive ”** and delivered to:

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

No later than Monday, March 30, 2026 at 2:00 P.M. Central Standard Time (CST).

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Section I. – Overview

Background and Objectives

Heart of Texas Behavioral Health Network (the “Center”) is a unit of local government with non-profit status and was created in 1967 to provide community-based services beginning in the summer of 1969. The Center is the 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.

The Center is requesting Proposals for the selection of a contractor to provide roof replacement services at our Administration Offices located at 6400 Imperial Drive, Waco, Texas 76712.

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

Mandatory Site Visits

Site visits are mandatory for understanding the size and material needs of the facility. Visits will be conducted on Thursday, March 19, 2026 at 9:00 a.m. Contractors **must be** accompanied by the Heart of Texas BHN Maintenance Supervisor/Contracts Director for each facility visit.

Please contact Contracts Management to set up site visits on the established dates at phone (254) 297-7059 or via email at contractsmanagement@hotbhn.org. Questions regarding the site visits may also be directed to the above contact information.

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

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

Request for Proposal Issued	Friday, March 13, 2026
Formal Letter of Intent to Bid	Tuesday, March 17, 2026 at 2:00 p.m. CST
Mandatory Site Visits	Thursday, March 19, 2026 at 9:00 a.m. (Visit must be accompanied by Maintenance Supervisor/Contract Management Director) For visit RSVP please contact: (254) 297-707059 or via email at contractsmanagement@hotbhn.org
Vendor Questions Deadline	Monday, March 23, 2026 by 4:00 p.m. CST
Answers to RFP Questions Released	Tuesday, March 24, 2026 by 5:00 p.m. CST
Deadline for RFP Submission	Monday, March 30, 2026 by 2:00 p.m. CST
Proposal Opening	Monday, March 30, 2026 at 2:15 p.m. CST A private Proposal opening will be held immediately following receipt of all Proposals at: 6400 Imperial Drive, Waco, Texas 76712
Anticipated Award Date	Contingent upon Board Approval, Board Meeting: April 2026

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Section III – General Instructions

Information to Proposers

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

A. RFP Timetable

The anticipated schedule for the RFP is as follows:

- a. RFP Available March 14, 2026
- b. Mandatory Site Visit March 19, 2026 at 9:00 a.m.
- c. Deadline for questions from Vendor is March 23, 2026
- d. Deadline for Center to respond to questions is March 24, 2026
- e. Submittal deadline Monday, March 30, 2026 by 2:00 p.m. CST

B. Criteria for Evaluation

1. **Identification.** Each proposal page must contain the name of the proposing entity.
2. **Cover Page.** This page must state the RFP subject- “**RFP 26-004 Roof Replacement 6400 Imperial Drive**”, the business name, contact name and title, address, telephone number, email address, and the date of the proposal submission. If the contact person responsible for answering technical and contractual questions in respect to this proposal is different than the respondent, then include this individual’s name, title, telephone number, 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 proposal itself.
4. **Detailed Proposal.** The detailed proposal must address respondent’s ability to provide equipment and services specified in or otherwise required to comply with RFP specifications. This will include clear identification of all services provided and supporting fee structure as applicable.
5. **References.** The Proposer is required to submit with their proposal a comprehensive list of references. A minimum of three (3) references where proposer has provided services that pertain to this type of work outlined in the RFP.
References shall include company name, address, telephone number, fax number, contact person and email address. The proposer must agree to authorize client to furnish any information required by Center to verify references provided and for determining the quality and timeliness of previous work performed.
6. **Signature.** The proposal must be signed by a person or officer of the company that is authorized to enter into contractual agreements on behalf of the company.
7. **Attachments.** Print and submit attachments identified in the proposal.

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

C. Bid Submission

One (1) original, and (1) electronic version (Flash Drive) of the complete signed submittal must be received by 2:00 p.m. CST on Monday, March 30, 2026. Proposals must be submitted in a sealed envelope stating on the outside, the submitting firm name, address, and **“RFP 26-004 Roof Replacement 6400 Imperial Drive ” DO NOT OPEN UNTIL MONDAY MARCH 30, 2026 AT 2:15 pm CST” to:**

Heart of Texas Behavioral Health Network
Contract 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.- 4:30 p.m. CST, Monday through Friday, prior to the submission date, and excluding holidays observed by the Heart of Texas BHN. Submitting firms are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. The Proposal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the submitting firm. Include **Attachment A – Signature Page** with the completed Proposal response.

Section IV – Terms and Conditions

A. Non-Discrimination Policy Statement

The Heart of Texas BHN does not discriminate against any individual or Vendor/Proposer 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. Proposal Guarantee/Award Procedure

It is anticipated that a recommendation for award for this proposal will be made no more than thirty (30) days after the **PROPOSAL DUE DATE**. All interested parties are required to guarantee their proposals as an **irrevocable offer valid for Ninety (90) days after the proposal due date**. Heart of Texas BHN in its sole and absolute discretion shall have the right to award proposal for any or all items/services listed in each proposal, shall have the right to reject any and all proposals as it deems to be in its best interests, to waive formalities and reasonable irregularities in submitted documents, shall not be bound to accept the lowest proposal and shall be allowed to accept the total proposal of any one vendor.

D. Permits

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

E. Contractor Requirements and Responsibilities

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

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

F. Invoicing/Payments

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

G. Price Adjustments

The contractor will be required to honor their proposal prices for the term of the contract period.

If, during the Service Term of this Contract there is legislation enacted regarding an increase or increases in the minimum wage rate law or increase mandated in Worker's Compensation rates by the State of Texas Board of Insurance, the Contractor may submit a request or requests for an increase in the fees.

H. Historically Under-Utilized Business (HUB)

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

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

I. Minority/Women and / or Disadvantaged Business

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

J. Direct or Indirect Assignment

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

K. 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> .

L. Audits

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

- 1. Access.** In addition to any right of access arising by operation of law, contractor and any of contractor's affiliate or subsidiary organizations or subcontractors shall permit 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 Center to its subcontractors, and Center shall include this provision concerning the SAO's authority to audit and the requirement to cooperate, in any Agreement Center awards.

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

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Section V – General Provisions

A. Modification or Withdrawal of Proposals.

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

B. Offer and Acceptance Period

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

C. Late Proposals

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

D. Irregularities in Proposals

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

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

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

E. Amendments to the Proposal

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

F. Retention of Proposals

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

G. Notice “Not to Participate” Form

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

H. Incurred Expenses

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

I. Deviation Form

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

J. Labor Materials and Workmanship

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

K. Guarantees

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

L. Prohibited Materials

The contractor agrees that no lead based or asbestos-containing materials will be used for this project. The contractor will comply with all laws and regulations related to prohibited materials.

M. Work Site

During the progress of the work, the contractor shall keep the premises from accumulations of waste materials, rubbish and other debris resulting from the work. At the completion of the work, the contractor shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, equipment, machinery, and surplus material.

N. Subcontractors

All provisions and/or stipulations within this proposal also apply to any authorized subcontractors. The contractor shall be fully responsible to the Center for all acts and omissions of the

subcontractors, suppliers and other persons and organizations performing or furnishing any of the work under the direct or indirect contract with the contractor just as the contractor is responsible for the contractor's own acts and omissions.

O. Project Schedule

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

P. 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 Center's specifications unless terminated, canceled or extended, as otherwise provided herein. After award of contract, a definite completion date will be set and put forth in writing.

Q. Funds Availability

The contract is at all times contingent upon availability and receipt of funds the Center 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 the Center.

R. Licensure

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

S. Pricing

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

T. Taxes

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

Section VI – Insurance Requirements

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

A. Policies, Coverage and Endorsements

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

B. Insured Parties

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

C. Subrogation

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

D. Proof of Insurance

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

E. Cancellation

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

**A CURRENT "CERTIFICATE OF INSURANCE"
MUST ACCOMPANY ALL PROPOSALS**

Section VII – Indemnification

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

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

If the contractor should fail to so successfully defend the Center, the Center may defend, pay or settle the claim or other cause of action 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 Center, that the indemnity provided for in this paragraph is an agreement by contractor indemnify and protect the Center from consequences of the Contractor's own negligence when that negligence is a concurring cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, and damage, cause of action, suit, or liability where the injury, death, or damage results from the sole negligence of the Contractor.

Provision to be applied if indemnity is void

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

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

Section VIII – Proposal Clauses and Provisions

A. Independent Contractor

Contractor and contractor's employees, representatives, agents, subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the contract. Neither Contractor nor Center is an agent of the other and neither may make any commitments on the other party's behalf. Should Contractor subcontract any of the services required in the contract, Contractor expressly understands and acknowledges that in entering into such subcontract(s), Center is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract. Contractor shall have no claim against

Center for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The contract shall not create any joint venture, partnership, agency, or employment relationship between Contractor and Center.

B. Abandonment or Default

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

C. Governing Law and Venue

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

D. Corporate Compliance

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

E. Antitrust and Assignment of Claims

The 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

Center 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 Center. The contractor also represents and warrants that entering into a contract with the Center 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 Center. The requirement to disclose any actual or potential conflict of interest will continue during the term of the contract. The Center will decide, in its sole discretion, whether an actual or perceived conflict should result in 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 Center Employees

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

J. Debts and Delinquencies

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

K. Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

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

L. Dispute Resolution

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

M. Drug Free Workplace

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

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

N. Smoking Policy

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

As a result, the contractor, subcontractors and their employees may not use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on the Center’s property, nor may such workers be intoxicated, or under the influence of alcohol or drugs

on the job. If the Center or Center's representative notifies the contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations or has possessed or was under the influence of alcohol or drugs on the job, the contractor shall immediately remove such worker from performing contract work with the Center.

O. General Requirements

Roof Repair/Replacement shall commence upon the date specified in the executed contract requesting performance of such Services.

- a. The Contractor's employees will be trained in the various disciplines of Roofing Services in a good and workmanlike manner meeting the highest standards for service of like kind.
- b. A trained supervisor or lead with expertise in Roofing Services shall be present at each Facility during the Contractor's performance of such services
- c. The telephone number for the Contractor's establishment for Roofing Services during Business Hours on Business Days shall be provided to the Contract Coordinator. A change of the then current telephone number shall immediately be confirmed in writing to the Contract Coordinator. *The Agency may terminate this Contract upon the Contractor's failure to comply with such notification to the Contract Coordinator.*
- d. The Contractor shall immediately give verbal notice (confirmed in writing within 24 hours) to the Contract Coordinator of any damage to the Center's equipment, buildings, furnishings or property caused by the Contractor or of any damage to third party property during the course of carrying out work for the Center.
- e. The Contractor shall perform the following Roofing Services, in accordance with the applicable Facility's Work Schedule defined in sections IX, 7 below, unless the Contractor receives notice from the Center's Director of Facility Operations or designee changing or canceling any or all such services. Services are to be performed during business hours on business days during the Service Terms of this Contract unless otherwise directed or approved by the Center.

O. Labor Hours and Time Definitions

Time designations will be as follows:

Business Day means any calendar day except Saturdays and Sundays and full day holidays, as designated by the Center Board of Trustees.

Business Hours, unless mutually agreed upon by the parties, means 8:00 a.m. to 5:00 p.m. on business days.

Regular Time means 8:00 a.m. through 5:00 p.m. Monday through Friday.

Emergency Time means outside of regular time. Two-hour response time required.

Section IX – Scope of Work

The Heart of Texas BHN is seeking a contractor experienced in providing Roofing Repair/Replacement Services as provided in the Scope of Work for the facility provided below. The intent of this specification is to obtain firm pricing to provide Roofing Services for our CDS office building located in Waco, Texas.

The following location is where Roofing Services are to be performed:

-REMOVE EXISTING SINGLE-PLY ROOF MEMBRANE AND UNDERLYING 1.5” POLY INSULATION BOARD. UNDERLYING BUILT-UP ROOF SYSTEM TO REMAIN. REMOVE SINGLEPLY MEMBRANE FROM INTERIOR VERTICAL PARAPET WALLS, PIPES, PENETRATIONS AND CURBS. INSTALL NEW ½” OSB SHEATHING TO INTERIOR PARAPET WALLS TO PREP FOR NEW TPO MEMBRANE APPLICATION.

- MECHANICALLY FASTEN A 20PSI, 1.5” POLYISO INSULATION BOARD OVER EXISTING BUILTUP ROOF SYSTEM AND ROOF DECK @ AN ATTACHMENT RATE PER BOARD REQUIRED BY MANUFACTURER FOR FULL NDL WARRANTY APPROVAL.

- MECHANICALLY FASTEN A 60-MIL SINGLE-PLY TPO MEMBRANE THROUGHOUT ROOF FIELD, HEAT WELDED SEAMS PER MANUFACTURER REQUIREMENTS. FULLY ADHERE TPO MEMBRANE TO ALL INTERIOR PARAPET WALLS PER MANUFACTURER REQUIREMENTS.

- TERMINATE TO OUTSIDE PERIMETER EDGE WITH 22GA GALVANIZED CLEAT, MECHANICALLY ATTACHED. INSTALL ALL NEW TPO CLAD METAL DRIP EDGE, HOOKED TO INSTALLED CLEAT THEN MECHANICALLY ATTACHED @ TOP @ 6” O/C OFFSET PER MANUFACTURER REQUIREMENTS. HEAT WELD TPO MEMBRANE INTO TPO CLAD METAL DRIP EDGE PER MANUFACTURER REQUIREMENTS.

- INSTALL ALL NEW A/C 4X4 WOOD BLOCKING SUPPORTS WRAPPED IN TPO MEMBRANE, PITCH PANS, PITCH PAN POURABLE SEALANT, TERMINATIONS, SEALANTS, CUT EDGE, TJOINT PATCHES AND PENETRATION BOOTS FOR A FULL TURNKEY AND TOTAL ROOF SYSTEM MANUFACTURER CONFIRMED WARRANTY APPLICATION. PROVIDE SLIP SHEETS UNDER EXISTING GAS LINE SUPPORTS

- INSTALL ALL NEW MANUFACTURER SUPPLIED RETRO-FIT DRAIN INSERTS COMPLETE WITH STRAINER CAP AND TPO COATED FLANGE FOR WELDABILITY INTO NEWLYINSTALLED TPO ROOF SYSTEM PER MANUFACTURER REQUIREMENTS.

- INCLUDE A 25YR MANUFACTURER LABOR AND MATERIAL (NO DOLLAR LIMIT AND NONPRORATED) WARRANTY. INCLUDE A 15 YEAR WORKMANSHIP WARRANTY.

- DISPOSE OF ALL TRASH AND DEBRIS IN AN APPROVED FACILITY IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS. INCLUDE ALL LIFT AND LOAD EQUIPMENT NEEDED TO PERFORM JOB ACCORDINGLY.

- INCLUDE REQUIRED WORKER COMPENSATION AND GENERAL LIABILITY INSURANCE.

- PROPOSER MUST ADHERE TO THIS SCOPE OF WORK IN ITS ENTIRETY. NO SUBSTITUTIONS WILL BE ACCEPTED.

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X. Proposal Reply –Pricing Bid

All proposers are required to submit an itemized bid for the services requested under this RFP.

Section XI – Proposal Evaluation and Selection Process

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

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

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

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

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

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

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SECTION XII – ATTACHMENTS

All requirements may not be included in this section. The respondent is cautioned to read the RFP in its entirety to determine ALL requirements. The Center 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. Deviation Form
- F. Certification Regarding Lobbying
- G. Conflict of Interest Questionnaire
- H. Form 1295 Certificate of Interested Parties
- I. Additional Documents
- J. General Experience
- K. Proposed Personnel
- L. Safety Certifications
- M. Certified Applicator
- N. Bonding
- O. General Firm and Reputations
- P. References and Recommendations
- Q. General Liability and Workers’ Compensation

PROPOSED ROOF SECTION LAYOUT FOR NEW TPO ROOF SYSTEM

- SITE VISIT WILL BE BY APPOINTMENT ONLY

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Attachment A

Signature Page

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

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

Authorized Signature

Company Name

Typed or Printed Name

Street Address

Title

City, State, Zip Code

Telephone Number

Fax Number

Email Address

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

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Attachment B

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

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

Principal Owner Name: _____ Title: _____

Principal Owner Phone: _____ Other Phone: _____

1. If none of the below applies to your business please initial here _____, in doing so you acknowledge that your business will NOT be considered for a Historically Underutilized Business or a Disadvantaged Business Enterprise vendor (you may skip questions 2 and 3).

2. Is your business primarily owned (51% or more) by an individual or individuals that can be classified in one or more of the following groups? *(Please check all that apply from the list below)*

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

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

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

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Attachment B-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

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Attachment C

Go to

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

<p>Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p> <p>► Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give Form to the requester. Do not send to the IRS.</p>
<p>Print or type. See Specific Instructions on page 3.</p>	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>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.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____</p> <p>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.</p> <p><input type="checkbox"/> Other (see instructions) ► _____</p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> <p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p>	
<p>Part I Taxpayer Identification Number (TIN)</p> <p>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 <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>		
<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> 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 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 I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>		
<p>Sign Here Signature of U.S. person ► _____ Date ► _____</p>		
<p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:</p> <ul style="list-style-type: none"> Form 1099-INT (interest earned or paid) Form 1099-DIV (dividends, including those from stocks or mutual funds) Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) Form 1099-S (proceeds from real estate transactions) Form 1099-K (merchant card and third party network transactions) Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) Form 1099-C (canceled debt) Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is Backup Withholding, later.</i></p>		

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Attachment D

Notice “Not to Participate” Form

Dear Vendor:

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

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

Commodities: _____

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

Reason: _____

- Please REMOVE our Company name from all Heart of Texas Region BHN 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

Notice “Not to Participate” RFP 26-004 Roof Replacement 6400 Imperial Drive

Authorized Signature: _____

Title: _____ Date: _____

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

Thank you for your time and assistance.

Attachment E

Deviation Form

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

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

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

Reference Specifications, Terms and Conditions and Page Number	Deviation

_____ Company Name

_____ Authorized Signature

_____ Date

Attachment F

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE

AGREEMENTS

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Signature

Date

Print Name of Authorized Individual

Title of Authorized Individual

Organization Name

Attachment G

Conflict of Interest Questionnaire

Behavioral Health Network Board of Trustees

Dennis Wilson, Board Chair
Limestone County

Josh Borderud, Vice Chair
McLennan County

Dr. Brooke Hill-Allen, Secretary
McLennan County

Josh Blake
McLennan County

Josh Caballero
McLennan County

Michelle Hicks
McLennan County

Dr. Lance Kelley
McLennan County

Vicki Gloff
Bosque County

Sherrif Hunter Barnes
Hill County

Heart of Texas Behavioral Health Network Center Senior Management

Ryan Adams
Chief Executive Officer

Jennifer Higginbotham
Chief of Adult BHS

Vacant
Division Director ECI

Jasmine Bailey
Chief Financial Officer

Ron Kimbell
Chief of Children, Families,
and Developmental Services

Ralph Whaite
Director of Technology
and Clinical Applications

Lana Gann
Director Human Resources
and Risk Management

Candace Teele
Director of Contract Services,
Maintenance, and Communications
Board Liaison

See next page for form or retrieve CIQ Form from the following website:

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

(Attach completed CIQ Form as part of your proposal)

Box 1 and 7 are required regardless of any other entry on the form.

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

FORM CIQ

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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

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

OFFICE USE ONLY

Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

Name of Officer

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

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

Yes No

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

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

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

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

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

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**Attachment H
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																																							
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File																																							
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																									
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																																									
4	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%;">Name of Interested Party</th> <th rowspan="2" style="width: 25%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 35%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%;">Controlling</th> <th style="width: 15%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																		
Name of Interested Party	City, State, Country (place of business)			Nature of Interest (check applicable)																																					
		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 _____, _____, _____, _____, _____. <small>(street) (city) (state) (zip code) (country)</small> I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20_____. <small>(month) (year)</small> <div style="text-align: center; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>																																									
ADD ADDITIONAL PAGES AS NECESSARY																																									

ATTACHMENTS (CONT'D)

I - "GENERAL EXPERIENCE" - PROPOSER MUST SUBMIT SHEETS COMPLETE WITH BREAKDOWN AS DESCRIBED BELOW:

1. PAST TPO PROJECT APPLICATIONS SIMILAR TO PROPOSED PROJECT DESCRIBED SUCH AS:

- PROJECT NAME
- PROJECT LOCATION
- PROJECT SIZE
- PROJECT APPLICATION
- PROJECT DURATION
- WAS PROJECT COMPLETED ON TIME AND ON BUDGET?
- PROJECT SUPERINTENDENT

2. MUST PROVIDE, AT MINIMUM, 15 TPO PROJECT APPLICATIONS COMPLETED WITHIN THE LAST 5 YEARS.

J - "PROPOSED PERSONNEL" - PROPOSER MUST SUBMIT SHEET DESCRIBING ONSITE PRESENCE SUCH AS:

1. PROJECT SUPERINTENDENT(S)
2. PROJECT MANAGEMENT
3. CREW LEADER(S)
4. EXPERIENCE, PER POSITION:

- ARE YOUR PERSONNEL EXPERIENCED IN SIMILAR TPO SINGLE-PLY ROOF APPLICATIONS?

- IDENTIFY THE PERSON PRIMARILY RESPONSIBLE FOR ESTIMATING THIS PROJECT.

- IDENTIFY THE PERSON PRIMARILY RESPONSIBLE FOR ACCOUNTING OF PROJECT.

- DESCRIPTION OF TEAM PROPOSED FOR THIS PROJECT AND A DESCRIPTION OF PLANNED EFFORTS TO PROVIDE QUALITY WORK, MEET SCHEDULES AND WORK WITHIN AN AGREED BUDGET.

K - "SAFETY CERTIFICATIONS" - PROPOSER MUST SUBMIT CERTIFICATIONS SUCH AS:

1. OSHA 10 (REQUIRED)
2. OSHA 30
3. COMPETENT PERSON (REQUIRED)
4. REQUIRED CERTIFICATION HOLDERS MUST BE ONSITE THROUGHOUT DURATION OF PROJECT AT ALL TIMES.
5. FALL PROTECTION PROGRAM

L. - "CERTIFIED APPLICATOR" - PROPOSER MUST SUBMIT PAPERWORK FROM MANUFACTURER STATING THAT ITS COMPANY IS AND HAS BEEN A CERTIFIED APPLICATOR FOR ONE OF THE FOLLOWING MANUFACTURERS FOR A MINIMUM OF 5 YEARS IN TPO ROOF SYSTEM APPLICATIONS:

1. CARLISLE SYNTEC SYSTEMS
2. MULE-HIDE PRODUCTS
3. JOHNS MANVILLE

ATTACHMENTS (CONT'D)

M - “BONDING” - PROPOSER MUST SUBMIT BONDABILITY LETTER AS WELL AS A P&P BID BOND FOR THIS PROJECT.

N - “GENERAL FIRM AND REPUTATION” - PROPOSER MUST SUBMIT INFO WHICH MUST INCLUDE THE FOLLOWING:

1. COMPANY NAME
2. COMPANY ADDRESS
3. YEARS IN BUSINESS UNDER CURRENT COMPANY NAME
4. OWNER NAME
5. CONTACT INFORMATION
6. DOES YOUR COMPANY QUALIFY AS A RESIDENT BIDDER UNDER TEXAS GOVERNMENT CODE CHAPTER 2252?
7. BONDING COMPANY INFORMATION
8. BONDING CAPABILITY (PER PROJECT AND AGGREGATE)
9. CLAIMS AND SUITS:
 - HAS YOUR ORGANIZATION EVER FAILED TO COMPLETE A PROJECT AWARDED TO IT?
 - ARE THERE ANY JUDGEMENTS, CLAIMS, ARBITRATIONS PROCEEDINGS OR SUITS OUSTANDING AGAINST YOUR ORGANIZATION OR ITS OFFICERS?
 - HAS YOUR ORGANIZATION FILED ANY LAWSUITS OR REQUESTED ARBITRATION WITH REGARD TO CONSTRUCTION CONTRACTS?
 - HAS YOUR ORGANIZATION HAD ANY CLAIMS ASSERTED AGAINST IT WITHIN THE LAST 5 YEARS?

O - “REFERENCES AND RECOMMENDATIONS” – PROPOSER MUST PROVIDE REFERENCES AND LETTERS OF RECOMMENDATIONS WITHIN WHICH THE PROPOSER HAS INSTALLED TPO SINGLE-PLY ROOF SYSTEMS FOR OVER THE LAST 5 YEARS.

P – “GENERAL LIABILITY AND WORKERS COMPENSATION” – PROPOSER MUST INCLUDE COI TO ADHERE

TO SAMPLE BELOW:

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PTCGL00000509800	02/06/2025	02/06/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			992839267	02/07/2025	02/07/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UCX0956672	02/06/2025	02/06/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			0001267787	04/15/2024	04/15/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution Liability			CPLMOL129202	02/06/2025	02/06/2026	Each Occurrence 5,000,000 Aggregate 5,000,000

ATTACHMENTS (CONT'D)

Q – “FELONY CONVICTION NOTIFICATION” – PROPOSER MUST FILL OUT ATTACHED FELONY CONVICTION NOTIFICATION FORM AND INCLUDE WITH PROPOSAL.

ATTACHMENT – Q

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: _____

PROPOSED ROOF SECTION LAYOUT FOR NEW TPO ROOF SYSTEM

- SITE VISIT WILL BE BY APPOINTMENT ONLY
- ANY QUESTIONS WILL BE DIRECTED TO CONTRACTS MANAGEMENT THROUGH EMAIL.



Section XIII – Enclosures

A. Evaluation Worksheet

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Enclosure A

Evaluation Worksheet 6400 Imperial Drive Roof Replacement

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

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

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

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

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

Evaluation Criteria	Points Range	Score	Notes
Price	0-30 points		
Proposed Services including work plan that best meets the needs of the Center	0-20 points		
Experience, skills and qualifications of company and staff	0-50 points		

Total Points _____

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

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