



Contracts Management Unit
6400 Imperial Drive
Waco, TX 76712

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(254) 752-9500

On February 26, 2026, the Board of Trustees of the Heart of Texas Behavioral Health Network authorized the sale of the following described land in McLennan County, Texas:

Commonly known as: 108 West Ward Avenue, Waco, Texas 76706

Legal Descriptions: PID: 156919 MARTINEZ M Tract 27 Acres 1.602

The property shall be offered for sale after complying with all prerequisites of the law, subject to the following:

1. Buyers accept the property **"AS IS" and WITH ALL FAULTS.**
2. Buyers are advised that they are **responsible for all costs incurred for demolition and asbestos abatement.**
3. The conveyance of such property is subject to all valid restrictions, covenants, conditions, rights of-way, easements, and other reservations, if any, affecting the above-described property.
4. Heart of Texas Behavioral Health Network reserves the right to reject any and all bids for any reason if the Board deems them unacceptable.

Sealed bids will be accepted in person and on-line through **May 26, 2026**. Electronically sealed bids will be electronically opened, and paper bids will be publicly opened in the Contracts Management Unit of Heart of Texas Behavioral Health Network located at 6400 Imperial Drive, Waco, TX 76712. Bids will be reviewed thereafter and presented to the Board for consideration at a meeting to be held at a later date. Any sale must be approved by the Board. The Board reserves the right to reject any or all bids and waive minor informalities. **Minimum bid required for this property is \$262,000.**

This property is being marketed on behalf of the Heart of Texas Behavioral Health Network by Reid Peevey Company, Commercial Real Estate (254) 752-9500. Please contact them for assistance. Please submit a *TAR Commercial Contract-Improved Properties* contract with your bid response as included in the bid packet.

REPRESENTATIONS AND CERTIFICATIONS FORM

This sheet must be filled out completely and returned with your submittal.

By submitting this offer, the vendor certifies that he/she is a responsible authorized officer of the company, can sign for and enter into binding contracts on behalf of the company, and certifies the accuracy of the following statements:

- a. Represents that to the best of its knowledge it is not 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. The "Vendor" certifies, to the best of its knowledge and belief, that the "Vendor" and/or any of its Principals:
- (a) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (b) Are not listed on the Excluded Parties List System (EPLS) maintained by the General Service Administration (GSA). Note: The Center will check the Excluded Parties List before award of any contract. (c) Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (d) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above. (e) The Vendor has not, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge (check only one item).

1. _____ My firm is a publicly held corporation, therefore, this reporting requirement is not applicable.
2. _____ My firm is not owned nor operated by anyone who has been convicted of a felony.
3. _____ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.
Name of Felon(s): _____
Details of Conviction(s): _____

- b. Non-Collusion Affidavit: By submitting a Proposal, the proposer represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the proposer has not in any manner sought by collusion to secure to that proposer any advantage over any other proposer. By submitting a proposal, the proposer represents and warrants that no official or employee of Heart of Texas Behavioral Health Network has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise therefrom.
- c. The terms and conditions as set forth in this bid/proposal are understood and acceptable. Agree

to the attached "General Conditions" and any "Special Conditions" (if special conditions are provided) of this bid. Any exceptions shall be noted on a separate piece of paper and submitted with the response.

- d. The undersigned attests that they are a duly authorized employee by their company to bind said company to the prices offered and to the terms and conditions of this bid.
- e. No trustee, employee of Heart of Texas Behavioral Health Network shall have a direct financial interest in any contract with the Center, nor shall any employee have a direct financial interest in the sale of any land, equipment, supplies, materials, or service. Any violation of this policy will render the contract null and void unless such contract is approved by the Heart of Texas Behavioral Health Network Board of Trustees after full disclosure. Therefore, vendor shall note any and all relationships that might be a conflict of interest and shall include such information with the bid/proposal response by completing the attached vendor affidavit form.
- f. Heart of Texas Behavioral Health Network has implemented a "no contact" policy during the bidding process. This means that from the date the bid is issued until the date the bid is awarded by the board, there shall be no contact by any vendor to any Center employee (excluding the contract manager or commercial realtor) or board member in relation to this bid, unless authorized by the contract manager. The undersigned attests that no employee or representative of the company has violated the Center's "No Contact" procedure.
- g. Affirm the following:

No employee of the above-named company has any financial relationship and/or familial relationship by birth or marriage (spouse, children, parents, sibling, grandparents, grandchildren, aunts, uncles, cousins, etc.) with any employee/trustee of Heart of Texas Behavioral Health Network.

Yes, a company employee so named has a financial and/or familial relationship with an employee/trustee of Heart of Texas Behavioral Health Network as noted below.

Name of the Proposer's employee _____

Title _____

Name of Heart of Texas Behavioral Health Network Employee/Trustee _____

Relationship to Heart of Texas Behavioral Health Network Employee/Trustee _____

The Heart of Texas Behavioral Health Network does not discriminate against any individual or Vendor/Contractor with respect to his/her compensation, terms, conditions, or award of contract because of race, color, religion, sex, national origin, age, disability, 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/contractor because of race, color, religion, sex, national origin, age disability or political affiliation.

- h. In accordance with Article 601g. as adopted by the 1985 Texas Legislature the following will apply.

The pertinent portion of the Act has been extracted and is as follows:

Article 601g. State of Political Subdivision Contracts for Construction, Supplies, Services, Proposals by Nonresident Section 1(a) in this Act:

(1) "Governmental agency of the state" means: (A) an incorporated city or town, a county, a public school district, a special-purpose district or authority, or a district, county, or justice of the

peace court;

(2) "Nonresident Proposer" means a Proposer whose principal place of business is not in this state but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas residential Proposer" means a Proposer whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(B) The state or governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchase of supplies, material, or equipment to a nonresident Proposer unless the nonresident's Proposal is lower than the lowest Proposal submitted by a responsible Texas resident Proposer by the same amount that a Texas resident Proposer would be required to under Proposal a nonresident Proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that as defined in Article 601g. that:

Yes, I am a Texas Resident Proposer

No, I am a _____ Resident Proposer.

- i. I have completed and returned Form CIQ as requested in this packet.
- j. This Center shall make a good faith effort to utilize Minority/Women and/or Disadvantaged Businesses (M/W/BDE'S) in contracts for Construction, Services (including professional and consulting services), and commodities. Please present proof of M/W/DBE certificate. (See Attachment B)
- k. The Center would like to track participation by economically disadvantaged business enterprises (DBE's) in all Center competitive procurement. Are you a qualified economically disadvantaged business enterprise?
(check one) Yes No
Type of Certification: _____

Issued by: _____

Date of Issue: _____

Please attach proof of certification to this submittal.

- l. 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. Are you a qualified historically underutilized business?

(check one) Yes No

If yes, are you a minority owned business? _____ A woman owned business? _____

Issued by: _____

Date of Issue: _____

Please attach proof of certification to this submittal.

By signing below, you agree to participate in this bid with the Heart of Texas Behavioral Health Network and you attest to the above Representations and Certifications (a-l) of this bid:

Company Name: _____

Submitter's Name: _____

Submitter's Title: _____

Submitter's Signature: _____

Date: _____

Address/City/State/Zip: _____

Phone #/Fax #: _____

E-Mail Address: _____

Conflict of Interest Questionnaire

Behavioral Health Network Board of Trustees

Dennis Wilson, Board Chair
Limestone County

Dr. Brooke Hill-Allen, Secretary
McLennan County

Josh Caballero
McLennan County

Dr. Lance Kelley
McLennan County

Josh Borderud, Vice Chair
McLennan County

Josh Blake
McLennan County

Michelle Hicks
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

Morgan Pettijohn
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

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

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.



Bid Submittal Sheet

The terms, provisions and conditions of this bid solicitation are hereby and shall be incorporated by reference as a portion of the bid submitted, and by submitting a bid, the person so submitting it acknowledges and agrees that the terms, provisions and conditions of this bid solicitation shall be and become a portion of the bid submitted just as if it was recited verbatim therein. Price offered for the Legal Descriptions: MARTINEZ M Tract 27 Acres 1.602 PID: 156919 Said property is being sold "As is" and with all faults. Heart of Texas Behavioral Health Network is not responsible for any demolition costs, or asbestos abatement costs. **Minimum bid required for this property is \$ 262,000.**

Bid Price (in numbers): \$_____

Bid Price (in words):_____

Company Name:_____

Submitter's Name:_____

Submitter's Title:_____

Submitter's Signature:_____

Date:_____

Address/City/State/Zip:_____

Phone #/Fax #:_____

E-Mail Address:_____

GENERAL CONDITIONS

1. RETURN SIGNED ORIGINAL SEALED BID/PROPOSAL IN A SEALED ENVELOPE, PLAINLY MARKED WITH VENDOR'S NAME, BID/PROPOSAL NUMBER, OPENING DATE AND TIME. Bids/Proposals must be submitted on the Bid/Proposal forms provided. Bids/Proposals may be dropped off or mailed to Contracts Management Unit, 6400 Imperial Drive, Waco, Texas 76712 It shall be the sole responsibility of the bidder/proposer to ensure that his/her bid/proposal is received at the appropriate destination by the advertised deadline.
2. Exclude Federal and State sales taxes.
3. The Center reserves the right to accept or reject any bid, to waive any informalities and irregularities and to accept or reject each item separately or as a whole.
4. Questions in regard to this bid/proposal must be submitted in writing or either e-mailed to the Contracts Management Unit at contractsmanagement@hotbhn.org or jim@reidpeevey.com, Commercial Realtor, for clarification.
5. The vendor must specify make or model even if the vendor is bidding/proposing the brand specified or bidding/proposing a product "equal". Do not put "as specified" or "equal".
6. Bids/proposals received after the time and date specified will not be accepted. Bids/proposals received without proper signature will not be considered.
7. Contract Period- Unless otherwise specified, this contract shall be valid for one year from date of award.
8. Withdrawal Of Bids/Proposals- No bid/proposal may be withdrawn for a period of 120 days after the bid/proposal opening has taken place, except by mutual consent of the Center and Bidder/Proposer. However, bids/proposals may be withdrawn upon written request received from proposer prior to the time established for receipt of bids/proposals.
9. 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.
10. Qualified Bids/Proposals- Any special conditions or qualifications concerning price, delivery, etc. of items bid/proposed must be noted on the bid/proposal forms by the bidder/proposer. If a minimum shipment is required on any item, please state on bid/proposal.
11. Bid/Proposal Errors- All Bids/proposals shall be deemed final, conclusive, and irrevocable, and no Bid/proposal shall be subject to correction or amended for errors or miscalculations by the Bidder/Proposer after the Bid/Proposal opening date and time.
10. Compliance with Specifications and Right of Selection- The Bidder/Proposer shall abide by and comply with the true intent of the Bid/Proposal specifications and not take advantage of any unintentional error or omission.
11. Deviation from Specifications- All deviations from the specifications must be noted in detail by the Bidder/Proposer, in writing, at the time of submittal of the formal bid/proposal. The absence of a written list of specification deviations at the time of submittal of the Bid/Proposal will hold the

Bidder/Proposer strictly accountable to the Center to the specifications as written. Any deviations from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material or item when delivered.

12. Payment terms will be net thirty (30) days after acceptance of delivery or receipt of correct invoice, whichever comes later, unless a prompt payment discount is offered.
13. During the performance of this contract, the vendor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, disability, political belief, or religion. Heart of Texas Behavioral Health Network does not discriminate on the basis of race, sex, age, religion, color, national origin, or disability in providing education services, activities, or programs. It is the intent and policy of this Center to conduct its activities in compliance with all Federal and State laws prohibiting discrimination on the basis of race, sex, age, religion, color, national origin or disability.
14. Vendors who respond to this bid/proposal with either a formal bid/proposal or a notice of no bid/proposal will remain on our mailing list. Vendors making no response at all may be removed from our mailing list.
15. In awarding a contract, the Center may consider: The purchase price, the reputation of the vendor and of the vendor's goods and services, the quality of the vendor's goods or services, the extent to which the goods or services meet the Center's needs, the vendor's past relationship with the Center, the impact on the ability of the center to comply with laws and rules relating to historically underutilized businesses, the total long-term cost to the center to acquire the vendor's goods or services, and any other relevant factor specifically listed in the request for bids/proposals. In addition, quality and suitability of the product and not price alone shall be considered in the acceptance of bids/proposals. Consideration shall also be given to the bidder's/proposer's references and record for responsibility, knowledge of the product, and service.
16. Proposals- The Center has the right to negotiate any/all terms and conditions with proposer. If unsuccessful, the Center may attempt to negotiate with other proposers.
17. Vendors are responsible for notification of change of address and telephone number. The Center is not responsible for failing to mail a vendor a solicitation or for undelivered or misdirected mail.
18. Vendor warrants that the prompt payment discount terms, distribution allowance, quality and performance of products/services, prices, product/services warranty(ies), and other conditions/provisions offered in this bid/proposal are the same or better than those offered the bidder's/proposer's most favored customer.
19. All prices and quotations must be typed or written in ink. Bids/proposals written in pencil will not be accepted. Mistakes may be crossed out, and corrections inserted and initialed by vendor. Unit prices should be extended. The unit price will prevail in resolution of mathematical errors in extension or totals.
20. "No assignment nor transfer of this bid/proposal, in whole or in part, to any other party will be allowed unless the vendor to whom this bid/proposal is awarded receives written approval from the Contract Manager or his/her designee. Written approval must be requested and received prior to any assignment or transfer. In the event the vendor fails to comply with this provision, the Center may take actions to require compliance or take any other measures deemed appropriate."

34. Force Majeure - The Center shall not be liable for defaults or delays due to acts of God or the public enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence.
35. Vendor agrees to indemnify, defend, and hold Center harmless from any patent, copyright, trademark, or trade secret infringement claim or cause of action, or any similar intellectual or proprietary rights infringement claim or cause of action, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts of omissions of contractor or any agent, employee, or supplier of contractor in the execution of or performance of this contract which are based on or related on goods or services sold or used by the vendor in connection with this agreement. Vendor shall defend any such claims or causes of action at its own expense, and the Center shall have the right to have such litigation monitored by its own counsel at Center's expense.
36. Applicable law and venue- This agreement shall be governed by the Uniform Commercial Code as applicable and as adopted and amended from time to time by the Texas legislature. Both parties agree that the venue for any litigation arising out of this contract shall lie in Waco, McLennan County, Texas.
37. Termination - The performance of work or delivery of goods under this agreement may be terminated in whole or in part by the Center in accordance with this provision. Termination of work hereunder shall be effected by delivery to the Vendor of a notice of termination specifying the extent to which performance of work under the order is terminated and the date upon which termination becomes effective.
38. Cancellation – The Center has the right to cancel for default all or any part of the undelivered portion of this agreement if the Vendor breaches any of the terms hereof including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the Center may have in law or equity.
39. Advertising – Vendor shall not advertise or publish, without the Center's prior consent, the fact that the Center has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
40. By submitting a bid/proposal, each bidder/proposer agrees to waive any claim it has or may have against the Center, its trustees, officers, or employees arising out of or in connection with the administration, evaluation, or recommendation of any bid/proposal, waiver of any requirements under the bid/proposal documents, or the contract documents, acceptance or rejection of any bids/proposals; and award of the contract.
41. These general conditions govern the relationship between the Center and vendor and are hereby made part of the agreement between the Center and vendor.