

**Gulf Coast Center
REQUEST FOR QUALIFICATIONS
General Contractor (Construction Services)**

**for
Minor Renovations, Additions, Building Modifications And
Minor New Construction**

*Any contract awarded as a result of this RFQ may be referred to in this RFQ as a “Contract”, and any person or entity submitting a response to this RFQ (a “Response”) may be referred to in this RFQ as a “Respondent”. Any Respondent selected for a Contract award may be referred to herein as a “Successful Respondent”. Before submitting a response to this RFQ, please read the ENTIRE RFQ. Failure to read any part of this RFQ will not relieve a Respondent of its obligations under the RFQ and will not relieve the Successful Respondent of his/her obligations under a Contract.

<p>Reissue Date: August 12, 2024 Issue Date: June 4, 2024</p>	<p>Bid Submission Deadline: August 27, 2024 at 4:00 PM CST July 12, 2024 at 4:00 PM CST</p>
<p>Bids shall be delivered via electronic mail attachment to:</p> <p>Gulf Coast Center Rick Elizondo, CPA, CFO bidsubmission@gulfcoastcenter.org</p>	
<p>DESCRIPTION OF SERVICES (“Services”):</p> <p><u>Introduction:</u> The Gulf Coast Center (GCC) seeks Statements of Qualifications for General Contractor Services (Construction Services) from qualified individuals and firms (as defined below) to manage minor renovations, additions, minor building modifications and/or minor new construction.</p> <p>The successfully qualified respondent will contract directly with GCC and will work cooperatively with GCC, its Director of Facility Services, and any Design Professionals to successfully complete the full scope of the project within the project budget and on schedule for each individual project request(s).</p> <p>This Request for Qualifications (RFQ) provides information on the project types, the minimum scope of construction services required, and information to aid in preparing responses to this RFQ. All inquiries regarding this Project and RFQ must be in writing and must be submitted to the Project Manager listed below in sufficient time to allow GCC to respond. Questions directed to other GCC staff or other agencies except as outlined herein will receive neither consideration nor an answer.</p> <p>GCC will evaluate the inquiries, determine whether an addendum is required, and issue an appropriate response. All questions and responses and additional information will be included in an Addendum, which will be posted to the Electronic State Business Daily. Interested firms should periodically check the website posting for revisions: http://www.txsmartbuy.com/esbd .</p> <p>GCC also reserves the right to waive any or all formalities and to reject any or all responses if it determines it is in its best interests to do so.</p>	

MINIMUM REQUIRED GENERAL CONTRACTOR SERVICES:

Project Leadership

- Utilize expertise to anticipate possible risks that may impact the project's time, quality, and budget.
- Project coordination with all consultants, if any, involved in the project.
- Coordination between GCC Leadership and Facility Management, Design Professionals, and subcontractors, as appropriate.
- Third Party Coordination to Utility companies, Physical Plant Services, Governmental groups, etc.

Construction Services

- Coordinate, manage and perform the construction projects as identified in Exhibit A.
- If required, provide full-time, on-site staff to plan, manage, and coordinate on-site construction activities (this includes the management of all self-performed and subcontractor work, and inspection of all work for compliance with the Construction Documents).
- Prepare written progress reports indicating items such as issues identified, actions taken, and deadlines established.
- Prepare a detailed CPM construction schedule; prepare a short-term activities plan, and a completion/occupancy schedule.
- Coordinate construction access to the project and site and maintain and enforce jobsite security.
- Coordinate material testing requirements.
- Implement the Project quality assurance and maintain good quality control.
- If required, prepare and maintain submittal logs, CM contingency logs, Owner contingency logs, buyout logs and allowance logs.
- Review testing, inspection and commissioning reports. Resolve deficient work with subcontractor or self-performed work.
- Monitor, evaluate and administer Change Requests and coordinate GCC approvals.
- Institute and administer procedures for shop drawings, mockups, and sample submittals for processing. Review all shop drawings and submittals and take appropriate action prior to forwarding to the Design Professional or GCC designee.
- Implement procedures to pay subcontractors and suppliers, including preparing a Schedule of Values and submission of Subcontractor's Sworn Statements and Waiver's of Lien, and submission of HUB Subcontracting Reports.
- Assist GCC in moving in building occupants who may have been displaced due to construction activities.

Post Construction Services

- Prepare punch lists, conduct final inspections, final cleaning and facilitate GCC acceptance/move-in.
- Provide information to the Design Professional for the development of Record Drawings. Prepare Operation & Maintenance, Warranty manuals, and other required close-out documents, and deliver one (1) hardcopy and one (1) electronic copy to ODR at Substantial Completion. If required, provide one (1) electronic set of Contractor As-Built Drawings, completed Request for Information forms and one (1) electronic set of Submittals and Shop Drawings.
- Provide Post Construction follow-up for the duration of the longest warranty period by a contractor on the project. Review and submit warranty claims of all new systems and equipment.

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INSTRUCTIONS AND GUIDELINES:

RESPONSE REQUIREMENTS

All respondents to this RFQ must submit complete responses to the information requested in this section and note any exceptions to any information contained in the RFQ. GCC reserves the right to request additional information from responsible firms. Responses will be evaluated based upon the Selection Criteria listed in this RFQ. GCC will select the firm(s) that offers the best value, based on the selection criteria, to receive Requests for Proposals on Project Request opportunities. Firms should present information in a clear and concise manner following the format indicated below. Limit your response to a maximum of 25 pages (front and back).

A. GENERAL INFORMATION

1. Information to include a brief history, information about entity Principals, the services offered, the number and type of professional and other staff members, and business volume over the past five years.
2. Name, telephone, address, and e-mail of the Project Principal and the individual designated to receive all Request for Qualifications information, addenda or any other official correspondence relating to the Project.
3. Provide ability to provide insurance and bonding per the Uniform General Conditions and Supplementary General Conditions. As stated, individual construction budgets will not exceed \$250,000 for each project request.
4. Name, telephone, address, email and fax numbers of the Project Principal and the individual designated to receive all RFQ information, addenda or any other official correspondence relating to the Project.
5. Provide credit references, credit reports or other information to substantiate your company's financial stability. If the respondent is not a publicly held company, please make a note on the reports "Privileged and Confidential—Proprietary Information." The financial information must be submitted with the proposal, but the information will be reviewed by the evaluation team. Copies will not be made for the file. Provide a copy of your company's audited financial statements for the past two years.

B. FIRM EXPERIENCE

1. Briefly discuss five projects that best represent your firm's ability to successfully manage projects to completion, on time and within budget. As a minimum, for each project, provide a brief description, current client reference information (including names, email addresses, and phone numbers), dates services performed, specific services your firm provided, size of the project, construction delivery approach, project budget at award, and project costs at completion.
2. Provide a list of all health care or mental health facility projects undertaken within the last five years. For each project, include the name of the project, a brief synopsis of the project, current client reference information, (including names, email addresses, and phone numbers), the dates services were provided, the type of project, the construction delivery method, the project budget, and the project costs at completion. If your Firm has several branch offices, highlight those projects on the list managed by the office that will manage the GCC Project.

C. ADDITIONAL INFORMATION

1. Describe the firm's Safety and Health Program.
2. Provide a record, including dates, of claims and/or litigation involving Owners and/or Design Professionals for the past five years.

3. Description of the firm's accounting system. Respondent must specifically explain how their accounting system differentiates between allowable and unallowable cost. Firm should also include an explanation for but not be limited to: discounts and rebates, cost accumulation for Change Request, and tax on non-taxable items.
4. Furnish the firm's Experience Modification Ratings (EMR) for the past five years.
5. Does Respondent meet the requirements for qualification as a Historically Underutilized Business ("HUB")? Please submit a copy of any current HUB certificate. For purposes of this IFB, a HUB has the same definition as does a "historically underutilized business" in Section 2161.001(2) of the Texas Government Code.
6. Provide any other information the firm believes will be helpful in making the selection.

EVALUATION CRITERIA

GCC will select the firm that best meets the requirements based on the information contained in response to the Request for Qualifications, any reference checks conducted, personal knowledge of the selection committee and the information presented during any interviews conducted as part of the selection process.

Specifically, the Selection Committee will review and consider the following criteria listed in the order of importance (the first being the highest importance).

- The respondent's experience at successfully delivering projects timely.
- The respondent's ability to provide insurance and bonding for each individual project contract per the Uniform General Conditions and Supplementary General Conditions.
- The respondent's overall evaluation.
- The respondent's specific project experience.
- The respondent's approach to scheduling and approach to executing its schedules.
- Quality Assurance Plan. How does the firm ensure quality assurance?
- The quality, organization, and comprehensiveness of the response.
- The respondent's accounting system.
- The respondent's Safety and health program.
- The respondent's Records of Claims and Litigation.
- The respondent's Experience Modification Rating (EMR).

A selection, if made, will be based on the Bid that provides best value to Gulf Coast Center in accordance with all applicable, laws, rules and regulations including, without limitation, applicable provisions of Chapter 2254 of the Texas Government Code.

Each Respondent MUST complete and sign the Assurances Document attached to this RFQ as **Attachment B**, and submit the completed, signed Assurances Document as part of the response.

The Respondent may attach additional materials as necessary to provide supporting information and details. All attachments must be identified for easy reference.

GENERAL INFORMATION

Gulf Coast Center anticipates notifying the successful awardee by August 31, 2024. The project is expected to commence no later than September 15, 2024. Gulf Coast Center reserves the ability to either contract with other third parties in addition to Successful Respondent for the provision of any or all Goods and/or Services under the Contract or, if applicable, to provide any or all of those Goods and/or Services itself.

All Responses must be received by the Submission Deadline. All Responses must be sent via electronic mail to bidsubmission@gulfcoastcenter.org by any agent or representative designated by the Respondent. Gulf Coast Center will determine the official time of receipt of Bids using the time/date of receipt of the Bid shown by Gulf Coast Center's email server; upon request, a receipt indicating the date and time of receipt shall be sent via electronic mail to the deliverer of the Bid. Bids sent via any other method other than electronic mail as described above will not be accepted. Bids received after the Bid Submission Deadline will not be considered.

Any questions concerning the RFQ specifications or process shall be directed to Rick Elizondo, CFO by electronic mail to RickE@gulfcoastcenter.org, no later than August 16th, 2024 at 4:00 PM CST. Responses will be sent to all known to have received an RFQ.

ALTERATIONS: Corrections, deletions, or additions to submissions must be made in writing and submitted by electronic mail to bidsubmission@gulfcoastcenter.org, prior to the Bid Submission Deadline. No oral, telephone, telegraphic, fax, mailed, or other non-email transmitted methods shall be accepted. The Respondent shall submit substitute pages via an email documenting the changes and to which is attached the specific pages for substitution. The submitter of such email must be equal in authority to the submitter of the Bid.

WITHDRAWALS: A Response shall not be withdrawn or cancelled by the Respondent unless the Respondent submits an email to that effect to bidsubmission@gulfcoastcenter.org prior to the Submission Deadline. The submitter of such email must be equal in authority to the submitter of the response.

PUBLIC AVAILABILITY: Gulf Coast Center is subject to and complies with the Texas Public Information Act, Chapter 552 of the Texas Government Code. All Bids shall be open for public inspection after the RFQ process is concluded, except for information contained in the Bid that Respondent contends is covered by an exception to disclosure under the Texas Public Information Act that is in red ink and clearly identified by the Respondent as such. Such information may still be subject to disclosure under the Texas Public Information Act and other applicable law including, without limitation, opinions from the Texas Attorney General's Office.

SUBMITTED BIDS: Submitted Bids become the property of Gulf Coast Center and will not be returned to the Respondent. Proposer agrees that Gulf Coast Center has the right to use, reproduce and distribute copies of and to disclose to Gulf Coast Center employees, agents and contractors and other governmental entities all or part of the Bid, as Gulf Coast Center deems appropriate to complete the procurement process or comply with state or federal laws and regulations.

SALES TAX: Gulf Coast Center is by statute exempt from payment of taxes applicable to the Goods/Services described herein; therefore, Bids shall not include taxes.

LIMITATION OF LIABILITY: Gulf Coast Center will not enter into any Contract that purports to in any way limit the amount of damages recoverable under the Contract.

SUCCESSFUL RESPONDENT MUST COMPLY with all applicable federal, state, county and local rules, codes, regulations, laws and standards. All products and/or services must be in compliance with applicable federal, state, county and local rules, codes, regulations, laws, standards and executive orders as well as with all policies and procedures of Gulf Coast Center. Any Contract may be subject to Texas Government Code Section 2252.908, which prohibits

governmental entities such as Gulf Coast Center from entering into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. By submitting a Bid, Respondent agrees to fully comply with all applicable legal requirements including, without limitation, those of Texas Government Code Section 2252.908, as applicable.

EXCEPTION/SUBSTITUTIONS: All Bids meeting the intent and requirements of this RFQ shall be considered for award. Respondents taking exception to the specifications, terms and conditions or offering substitutions, shall state these exceptions clearly as a separately identifiable part of the Bid entitled "Respondent's Exceptions". The absence of such a statement shall indicate that the Respondent has not taken exceptions and Gulf Coast Center shall hold the resultant Respondent(s), if chosen as a Successful Respondent, responsible to perform in strict accordance with the specifications, terms, and conditions of this RFQ and Successful Respondent's Contract. Gulf Coast Center reserves the right to accept any and/or none of the exception(s)/substitution(s) as it determines to be in the best interest of Gulf Coast Center. Proposer agrees that all exceptions to this RFQ as well as terms and conditions advanced by Proposer that differ in any manner from Gulf Coast Center's terms and conditions are rejected unless expressly accepted by Gulf Coast Center in writing in a fully-executed Contract.

SILENCE OF SPECIFICATIONS: The apparent silence of this RFQ as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best practices of quality Services and Goods will prevail. All interpretations of this RFQ shall be made on the basis of this statement.

LIMITATIONS: Any Respondent currently held in abeyance from or barred from the award of a federal or state contract may not contract with Gulf Coast Center.

CONSIDERATION: For a Bid to be considered, the Respondent must meet Gulf Coast Center's requirements, demonstrate the ability to perform successfully and responsibly under the terms of the prospective Contract, and submit the completed Bid according to the time frames, procedures, and forms stipulated by Gulf Coast Center. Additionally, Respondents shall, at a minimum, be currently licensed/certified in the trade, where applicable, that matches the work being proposed.

CONFLICT OF INTEREST: No public official shall have an interest in any Contract, in accordance with applicable laws, rules and regulations including, without limitation, the Texas Local Government Code Title 5, Subtitle C, Chapters 171 and 176.

ETHICS: Respondent shall not offer or accept any gifts of value or enter into any business arrangement individually with any employee, official or agent of Gulf Coast Center.

INDEMNIFICATION: Successful Respondent(s) shall defend, indemnify, and save harmless Gulf Coast Center, and all of its trustees, officers, agents, and employees from all suits, actions, or other claims of any character, name and description (including, without limitation, any judgment cost awarded against and reasonable attorney's fees incurred by Gulf Coast Center) brought for or on account of any losses, injuries or damages either allegedly or actually received or sustained by any person, persons, or property as either a direct or indirect result of either the condition of Respondent's property (either real or personal) or the actions or omissions of Successful Respondent, and/or its employees, contractors and agents.

ASSIGNMENT: Successful Respondent(s) shall not subcontract, sell, assign, transfer or convey its rights and/or obligations with respect to any Contract, in whole or in part, without Gulf Coast Center's prior written consent.

INSURANCE: Successful Respondent(s) shall maintain, at all times during its performance under the Contract, insurance coverage in not less than the following amounts per policy year:

General Liability: One million dollars (\$1,000,000) per claim;
Two million dollars (\$2,000,000) aggregate of all claims.

General Liability policy shall also include waiver of subrogation in favor of Gulf Coast Center.

Automobile Liability: If a Successful Respondent-owned vehicle is used in the provision of Goods and/or Services, Successful Respondent must maintain automobile liability insurance coverage in the amount of at least one million dollars (\$1,000,000) combined single limit, with hired and non-owned coverage included;

If a vehicle not owned by Successful Respondent is used in the provision of Goods and/or Services, Successful Respondent's employee must maintain State of Texas required basic vehicle insurance coverage at all times.

Workers' Compensation: Must meet statutory limits. Workers' Compensation policies shall also include a waiver of subrogation in favor of Gulf Coast Center.

and such other insurance coverage, each to the extent required and in such amounts as may be reasonably required by Gulf Coast Center or as may otherwise be required by applicable law.

Successful Respondent(s) is responsible for obtaining and maintaining any riders or other documents necessary to ensure that the coverage described above includes the Goods and/or Services. A legally qualified insurance company acceptable to Gulf Coast Center must underwrite all insurance coverage listed above. Each policy evidencing such coverage shall name Gulf Coast Center as an additional insured on that policy, and shall contain a provision (to the extent legally permitted) that the insurance company shall give Gulf Coast Center as a certificate holder thirty (30) days written notice in advance of (a) any cancellation or non-renewal of the policy, (b) any reduction in the policy amount, (c) any deletion of additional insureds, or (d) any other material modification of the policy. Upon the effective date of a Contract, upon any renewal or change in terms of any insurance policy required above in this section and within ten (10) days after execution of a Contract, Successful Respondent(s) shall provide Gulf Coast Center with written evidence (i.e. certificate of insurance), acceptable to Gulf Coast Center, of all insurance coverage required herein.

CRIMINAL AND BACKGROUND CHECKS: Successful Respondent(s) must ensure that no one will provide Goods and/or Services under a Contract if that person has been convicted of any of the offenses listed in the Texas Health and Safety Code, Section 250.006(a).

ELIGIBILITY TO WORK IN THE UNITED STATES: Successful Respondent(s) shall ensure that it and each person who provides goods/services under a Contract is eligible to work in the United States at the time he/she provides Goods/Services, and shall document such eligibility using USCIS Form I-9 and E-Verify for all such persons and maintain such documentation for at

least seven (7) years after the Contract ends, and make such documentation available to Gulf Coast Center upon request.

PERFORMANCE STANDARDS AND COMPLIANCE

1. Successful Respondent's Goods and/or Services will be of a standard quality and level of professionalism expected of those businesses engaged in the delivery of similar goods and/or services. The methods and means employed in the delivery of these Goods and/or Services must be of a standard that will withstand both public and private scrutiny, and be in compliance with all applicable laws, statutes, regulations and ordinances including, but not limited to, the Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act, as amended.
2. Gulf Coast Center reserves the right to retain all performance by any Successful Respondent, and to recover all consideration paid to any Successful Respondent pursuant to a Contract thus permitting forfeiture of such Contract, in the event that Respondent (a) was doing business at the time of submitting the Bid or had done business during the 365 day period immediately prior to the date on which the Bid was due with an undisclosed key person, (b) does business with a key person after the date on which the Bid is due and prior to full performance of the Contract and fails to disclose the name of any such key person in writing to Gulf Coast Center prior to commencing business with such key person, or (c) fails to submit a completed Form CIQ (see **Attachment B**) if required to do so by Chapter 176 of the Texas Local Government Code. A Key Persons List is attached to this RFQ as **Attachment A**.
3. Successful Respondent must have and maintain at all times during the existence of any Contract, any and all required federal, state, and/or local licenses with respect to the Goods and/or Services covered by the Contract.
4. Successful Respondent will provide at its sole cost all necessary supplies, equipment, software, technology support and other items in order to provide the Goods and/or Services properly as described in the Contract.
5. Any Contract may be terminated for any reason or without cause by Gulf Coast Center by submission of written notice of at least thirty (30) days.
6. Gulf Coast Center reserves the right to enter into multiple Contracts with respect to the provision of any of the Goods and/or Services.
7. Gulf Coast Center reserves the right to require that the resulting Contract be a contract prepared by Gulf Coast Center, General Counsel.

Exhibit A
GCC Construction Projects List

Mainland Community Service Center
7510 FM 1765, Texas City, TX

- Remove current 12' wall and remove the sliding window from the wall.
- Install new wall approximately 6' across the current hallway and install window from the current wall into new wall.
- Install window covering for back wall, approximately 20" x 79".
- Switch back doorknobs around.
- Work will include all sheetrock and painting to complete project.
- Work will include removing and installing of flooring as necessary.

Northern Brazoria Community Service Center
101 Brennen Ln., Alvin, TX

- Re-pipe of entire building by best method available and approved.
- Reposition of 40-gallon water heater to a minimum 36" from electrical panel.
- Inspect, repair or replace GFCI and regular exterior outlets.
- Install a main disconnect on electrical panel LC in mechanical room.
- Install MC connectors on panel LC in mechanical room.
- Identify and label circuits in panel LC.
- Isolate grounds and neutral on panel LC.
- Install main disconnect on electrical panel LB
- Isolate grounds and neutral on panel LB
- Install main disconnect on panel LA.
- Isolate grounds and neutral on panel LA
- Install main ground wire on panel LA.
- Identify and label circuits on panel LA.
- Correctly strap electrical conduit leading to furnace #4.
- Replace CAN lights in the soffit.
- Install new light fixture in mechanical room nearest to courtyard.
- Upgrade outlets throughout the building to 20 amp commercial.
- Install new light fixtures in fire alarm room, room 110 and room 116.
- Repair 2 outlets in room 116 and room 124.

Exhibit A
GCC Construction Project list continued.

- Patch/Repair/paint all exterior and interior walls.
- Replacement of Roof and all associated work.
- Replacement of all AC units.

Mackey Building

4352 Emmitt F. Lowry Expressway, Texas City, TX

- Foundation Repair

*** The project list is subject to change depending on review of facilities
and agreement by both parties.

ATTACHMENT A

Key Persons List – August 12, 2024

Center’s Key Persons List as of		
Board of Trustee Members	Title	County of Residence
Jamie Travis	Board Chair	Brazoria
Rick Price	Board Vice Chair	Galveston
Sheriff Bo Stallman	Board Secretary	Brazoria
Vivian Renfrow	Board Treasurer	Galveston
Commissioner Stephen Holmes	Board Member	Galveston
Mary Lou Flynn-Dupart	Board Member	Brazoria
Jaime Castro	Board Member	Galveston
Caroline Rickaway	Board Member	Brazoria
Chris Cahill	Board Member	Galveston
Center Executive Leadership Management	Title	County of Residence
Felicia Jeffery, LPC	Chief Executive Officer	Galveston
Devon Stanley, DSL, PMP, PMI-ACP, CSEP	Chief Information Officer	Brazoria
Rick Elizondo, CPA	Chief Financial Officer	Galveston
Sarah Holt, BSN, RN	Chief Nursing Officer	Galveston
Linda Bell, JD, BSN, RN	General Counsel	Harris
M. Renee Valdez, MD, PhD, MS HCT	Chief Medical Officer	Galveston
Jerry Freshour, MPA	Director of Crisis and Community Outreach	Galveston
Jamie White, BA	Director of Intellectual and Developmental Disabilities Services	Galveston
Amanda Groller, MS.Ed., LPC	Director of Innovative and Special Projects	Galveston
Sandy Patterson, MA, LPC-S	Director of Behavioral Health Services – Galveston County	Brazoria
Amy McMahon, MA, LPC	Director of Behavioral Health Services – Brazoria County	Galveston
Jessica Gentry LPC-S, LMHC-S	Director of Integrated Healthcare	Galveston
Procurement Team	Title	County of Residence
Felicia Jeffery, LPC	Chief Executive Officer	Galveston
Devon Stanley, PMP	Chief Information Officer	Brazoria
Rick Elizondo, CFO	Chief Financial Officer	Galveston
Sam Tingle	Director, Facility Services	Galveston

ATTACHMENT B

ASSURANCES DOCUMENT

For purposes of this *Attachment B*, the term “local government officer” with respect to Gulf Coast Center means a member of Gulf Coast Center’s Board of Trustees (see *Attachment A*), Gulf Coast Center’s Chief Executive Officer (see *Attachment A*), and/or an agent of Gulf Coast Center who exercises discretion in the planning, recommending, selecting, or contracting of the Contract (see *Attachment A*). The term “local public official” with respect to Gulf Coast Center means a member of Gulf Coast Center’s Board of Trustees (see *Attachment A*), or another agent of Gulf Coast Center who exercises responsibilities beyond those that are advisory in nature (see *Attachment A*).

The term “family member” means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573 of the Texas Government Code. The term “family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Texas Government Code.

Respondent Assures the Following:

1. Respondent has received all addenda and attachments to the RFQ as distributed by Center.
2. Respondent will not make any attempt to induce any person or firm to submit or not submit a Proposal.
3. Respondent will ensure that no person on the basis of race, color, national origin, religion, sex, age, sexual orientation, gender identity, genetic characteristics, veteran status, disability or political affiliation, will be excluded from participation in, be denied the benefits of, or be subject to discrimination with respect to any Contract, under any of the policies of HHSC or Center. Respondent does not discriminate in its service or employment practices on the basis of race, color, religion, sex, sexual orientation, gender identity, genetic characteristics, national origin, disability, veteran status, age or political affiliation.
4. Respondent accepts the terms, conditions, criteria, and requirements set forth in the RFQ.
5. Respondent accepts Center’s right to alter the timetables for procurement as set forth in the RFQ.
6. The Proposal submitted by Respondent has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition.

7. Unless otherwise required by law, the information in the Proposal submitted by Respondent has not been knowingly disclosed by Respondent to any other Respondent.
8. No claim will be made for payment to cover costs incurred in the preparation or the submission of the Proposal or any other associated costs.
9. The individual signing this Assurances Document is authorized to legally bind Respondent.
10. Respondent agrees to follow all applicable federal, state, county, and local laws, regulations, codes, standards, and all applicable Center policies and procedures if chosen as the Successful Respondent.
11. No employee, local government officer or any family member thereof has directly or indirectly received any gift(s) with an aggregate value of more than \$100 in the 12-month period preceding the date the local government officer becomes aware that Center is considering entering into a Contract with Respondent, but excluding a political contribution defined by Title 15 of the Texas Election Code, or food accepted as a guest. If Respondent is unable to make this affirmation, then Respondent must disclose any knowledge of such interests by including a completed Form CIQ:
Please retrieve CIQ Form from the following website:
<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>
(Attach completed CIQ Form as part of your submission response)
A signature is required in Box 7 regardless of any other entry on the form.
12. Respondent does not have a family relationship with a local government officer of Center. If such family relationship exists, Respondent must disclose any knowledge of such relationships by including a completed Form CIQ. A current copy of the form which MUST be submitted response can be found at:
Please retrieve CIQ Form from the following website:
<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>
(Attach completed CIQ Form as part of your submission response)
A signature is required in Box 7 regardless of any other entry on the form.
13. Respondent does not have any employment or business relationship with any corporation or other business entity with respect to which any local public official of Center or any family member thereof serves as an employee, officer or director, or holds an ownership interest and no local public official of Center or family member thereof has an employment or business relationship with Respondent, or holds an ownership interest in Respondent. If Respondent is unable to make this affirmation, then Respondent must disclose any knowledge of such relationships in a written statement included with this signed Assurances Document.

14. Respondent shall disclose in a written statement included with this signed Assurances Document whether any of the directors or personnel of Respondent has either been an employee or a trustee of Center within the past two (2) years preceding the date of submission of the Proposal. This requirement applies to all personnel, whether or not identified as a Key Person. If such employment has existed, or any term of office been served, include in the written statement the nature and time of the affiliations as defined.
15. Respondent does not have any employment or business relationship with any corporation or other business entity with respect to which any local government officer of Center either serves as an employee, officer or director, or holds an ownership interest of one percent or more, and no local public official of Center or family member thereof has an employment or business relationship with Respondent, or holds an ownership interest in Respondent. If Respondent is unable to make this affirmation, then Respondent must disclose any knowledge of such relationships by including a completed form CIQ, a copy can be found <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>
16. No former employee or officer of HHSC and/or Center directly or indirectly aided or attempted to aid in procurement of Respondent's service.
17. No local government officer or family member thereof is receiving or is likely to receive taxable income, other than investment income, from Respondent. If Respondent is unable to make this affirmation, then Respondent must disclose any knowledge of such relationships by including a completed form CIQ, found at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.
18. Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. For purposes of the foregoing sentence, "vendor or applicant" shall mean Respondent; contract, bid or application shall mean the Proposal; and "this contract" shall mean any Contract awarded to a Successful Respondent pursuant to this RFQ.
19. Respondent is not currently held in abeyance or barred from the award of a federal or state contract.
20. Respondent is currently in good standing for payment of all applicable state tax.
21. Respondent is in good standing with all state and federal funding and regulatory agencies; is not currently debarred, suspended, or otherwise excluded from participation in federal, state, county or city contract or grant programs; is not delinquent on any repayment agreements; has not had a required license or certification revoked; has not had a contract terminated by HHSC; and has not

voluntarily surrendered an obligation issued by HHSC or any other entity within the past three (3) years.

22. Respondent agrees to provide the Services described in this RFQ at the rate(s) of payment described in the Proposal.
23. Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet requirements, specifications, terms and conditions of the RFQ.
24. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the RFQ.
25. This Proposal shall remain in full force and effect until October 31, 2024 and may be accepted by Center at any time prior to this date.
26. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and Respondent agrees that the Contract can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that Subchapter.

The Organization or Individual named below offers and agrees to furnish all labor, materials, and services offered within the designated time frame for the amount to be agreed upon and upon conclusion of a successful contract.

Respondent's Full Legal Name

Signature of Respondent's Authorized Representative

Printed Name and Title of Respondent's Authorized Representative

Date

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed.	_____ 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.		
<p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7		
_____ 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.