



**Request for Proposal**

**#2021-001**

**Issued: 03/24/2021**

**Bids due: 04/07/2021**

## **I. INTRODUCTION AND BACKGROUND**

The **Texoma Community Center**, (hereinafter referred to as “**TCC**”), is one of 39 Texas Community Centers, which are governmental entities as defined by Title 7 of the Texas Health and Safety Code. All client services are provided under this status. TCC also operates a 501.C.3 Non-profit for fundraising purposes. All fundraising activities and donations are provided under the Texoma Community Center Volunteer Services Council.

The mission of the TCC is to promote the accessibility of services that improve quality of life and support self-determination for persons with mental and developmental disorders.

TCC envisions a community-based system of effectively coordinated service providers who are committed to eliminating stigma associated with mental and developmental disorders, such as intellectual development

In addition, we're committed to providing cost-managed services that enhance independence, dignity, and opportunities for exercising personal choice. To achieve this vision, the center is committed to:

Engaging Individual Treatment Planning, Service Coordination, & Service Monitoring Activities That Demonstrate Regard for Choice While Improving Levels of Functioning

Promoting a Network of Providers That Demonstrates Good Cost Management While Providing Effective Service Outcomes

Providing Community Education That Focuses on Eliminating Stigma & Promoting the Capabilities of Persons with Mental & Developmental Disorders

Promoting Satisfying Lifestyles for Persons Served

Promoting Wellness

Promoting Awareness of the Disabling Effects of Mental & Developmental Disorders

Assuring That Services Are Delivered in Environments That Appreciate Ethnic & Personal Diversity

## II. PURPOSE OF RFP

Texoma Community Center is seeking qualified firms to provide General Contractor services for the project(s) described herein. TCC invites interested parties to submit proposals specifically addressing the requested services, project timeline, and an itemized price proposal for the services.

## III. RFP TIMELINE

RFP Distribution: Wednesday, March 24, 2021

Respondent Walkthrough (attendance optional): March 30, 2021 at 10:00 a.m.

Questions Due: April 2, 2021\*

*\*Every effort will be made to answer questions within two (2) business days of receipt.*

Final Response to All Questions Available: April 5, 2021 at 5:00 p.m.

Deadline for Submission/Proposal Due: April 7, 2021 at 10:00 a.m.

Staff Recommendation to Board of Trustees: April 28, 2021

Anticipated Award Date: Upon recommendation and Board approval

## APPEALS and/or PROTEST

Any Respondent's wishing to protest or appeal the selection process must do so within 10 days of the proposal award. Protest or appeals must clearly state with specificity the grounds upon which the award selection is being challenged. Send via certified mail to:

Texoma Community Center  
Attn: Kahla Sadler, Contracts Manager  
902 E. Cottonwood Rd.  
Sherman, Texas 75090

## IV. PROPOSAL SUBMISSION INSTRUCTIONS

1. All Proposals must be submitted via US mail, in person or email:  
US mail or in person: Submit one (1) original (clearly marked) and two (2) copies of the proposal to:

Texoma Community Center  
Attn: Kahla Sadler, Contracts Manager  
902 E Cottonwood Rd.  
Sherman, Texas 75090

Email: ksadler@texomacc.org  
Subject: RFP #2021-001

2. Content, exhibits, and attachments must be in M.S. Word, M.S. Excel or Adobe PDF.
3. All questions about the Request for Proposals must be in writing and received by Friday, April 2, 2021. Questions received after this date will not be answered. Please forward questions via email and directed to:

**Technical Contact** - Any questions concerning technical specifications or Statement of Work (SOW) requirements must be directed to:

Silas Victorino, Facilities Manager  
902 E. Cottonwood Rd.  
Sherman, TX 75090  
(903) 357-2002  
svictorino@texomacc.org

**Contractual Contact** - Any questions regarding contractual terms and conditions or proposal format must be directed to:

Kahla Sadler, Contracts Manager  
902 E. Cottonwood Rd.  
Sherman, TX 75090  
(903) 357-2205  
ksadler@texomacc.org

**Electronic response accepted and preferred.**

4. In the subject line of your proposal submission email include:  
**RFP# 2021-001**
5. Proposals must be signed by an individual legally authorized to commit to the terms of this RFP and your responses therein. *Proposals received unsigned will be deemed non-responsive and therefore will not be accepted.*
6. Proposals must remain valid for acceptance for four (4) months post the proposal submission deadline.
7. Proposals or modifications received after the deadline for submission may not be considered.
8. All statements made in the proposal will be considered final, and, if the proposal is accepted will be used as the basis of the agreement.
9. The initial contract term for this project will be for one fiscal year with additional time negotiated at the time of the contract award or prior to end of the fiscal year.
10. Each proposal must follow the format for document submission presented in this RFP.

**V. GENERAL INSTRUCTIONS AND CONDITIONS**

1. **Late Proposal:** Proposals received at the specified location after submission deadline shall be returned unopened and shall be considered void and unacceptable. The official

time shall be determined by the time/date stamped when received by the front desk receptionist at TCC's specified location or the time and date indicated on the received email. Center is not responsible for lateness of mail, carrier, etc.

2. **Funding:** This contract shall be funded by State of Texas General Revenue, Medicaid and/or Third-Party Insurance or local funds.
3. **Ethics:** Respondents shall not offer or accept any gifts or anything of value nor enter into any business arrangement with any employee, Trustee, official or agent of TCC.
4. **It Is Understood** that TCC reserves the right to accept or reject any and/or all proposals for any or all services covered in this solicitation and to waive informalities or defects in proposals or to accept such proposals as it shall deem to be in the best interest of TCC.
5. **Modifications:** TCC reserves the right to modify the general description and scope of services, by issuing a written addenda of any such modifications.
6. **Addenda:** Any interpretations, corrections or changes to this RFP and specifications shall be made by written addenda. Sole issuing authority of addenda shall be vested in TCC's General Counsel. Addenda shall be mailed to all who are known to have received a copy of the Request for Proposal. All such addenda become, upon issuance, an inseparable part of the specifications which must be met for the offer to be considered. All responding Respondents shall acknowledge receipt of all addenda.
7. **Altering Proposals:** Any corrections, deletions, or additions to offers may be made prior to closing date and time of the solicitation. No oral, telephone, telegraphic, fax, E-mail, or other electronically transmitted corrections, deletions, or additions shall be accepted. The Respondent shall submit substitute pages in the appropriate number of copies with a letter documenting the changes and the specific pages for substitution. The signatures on the form and letter must be original and of equal authority as the signatures on the offer.
8. **Withdrawal of Proposals:** A proposal shall not be withdrawn or canceled by the Respondent unless the Respondent submits a letter prior to the closing date. The signature on the withdrawal letter must be original and must be of equal authority as the signature of the offer.
9. **Proposals Shall Be** received and publicly acknowledged at the location, date and time stated within Section IV. Respondents, their representatives and interested persons may be present. The proposal shall be received and acknowledged only to avoid disclosure of the contents to competing Respondents and kept confidential during negotiations.

However, all proposals shall be open for public inspection after the contract is awarded and written notification is sent to both successful and unsuccessful Respondents, except for trade secrets and confidential information contained in the proposal and identified by the

Respondents as such. Such information may still be subject to disclosure under the Public Information Act based on the Texas Attorney General opinions and steps taken by the Respondent to protect the information outside the scope of the RFP process.

**10. Sales Tax:** TCC is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposal shall not include taxes.

**11. Proposals Must Comply** with all federal, state, county and local laws. All services must follow federal, state, county and local rules, codes, regulations, laws, and executive orders.

**12. Respondents Shall Provide** with this proposal response, all documentation required by this RFP. Failure to provide this information may result in rejection of proposal. There is no expressed or implied obligation for TCC to reimburse responding firms for any expenses incurred in preparing proposals in response to this Request for Proposals and TCC will not reimburse responders for these expenses, nor will TCC pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

1. Title Page. Title page should include the RFP # and title/subject. The Respondent's name, address, and name and telephone number of a contact person; and the date of the proposal transmitted.
2. Submission/Transmission Letter. A letter of understanding by the person or officer of the Respondent entity that is authorized to enter into a contractual agreement on behalf of Respondent indicating acceptance and commitment to the work to be done as well as a succinct statement as to why the Respondent believes itself is the best qualified.
3. Detail Proposal. Required document and detail as specified in section VI.
4. References. Submit as specified in Section V.16 of this document.
5. Respondent's contact. Include the name of the designated individual(s), along with respective telephone numbers, who will be responsible for answering technical and contractual questions with respect to the Proposal.

**13. Exceptions/Substitutions:** All proposals meeting the intent of this Request for Proposal shall be considered for award. Respondents taking exception to the specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and TCC shall hold the resultant Contractor responsible to perform in strict accordance with the specifications, terms, and conditions of the contract. TCC reserves the right to accept any and/or none of the exception(s) /substitution(s) as deemed to be in the best interest of TCC.

**14. Historically Underutilized Business (HUB) And Minority Owned Businesses (M/W/DBE):** Historically Underutilized Business and/or Minority/Women/Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award. TCC shall make a good faith effort to utilize HUBs or

M/W/DBEs in contracts for construction, services including professional and consulting, and commodities. Please submit HUB state certificate and/or City M/W/DBE certificate.

**15. Silence of Specifications:** The apparent silence of the specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only best practices of quality services will prevail. All interpretations of these specifications shall be made based on this statement.

**16. References:** TCC requests Respondent to supply, with this RFP, a list of at least three (3) references (local preferred) where same or similar services have been provided by their organization. Include name, contact name, address, telephone number and description of services provided for each reference.

**17. Minimum Standards for Responsible Prospective Respondents:** A prospective Respondent must affirmatively demonstrate Respondent's responsibility. A prospective Respondent must meet the following minimum requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed performance schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics; and
5. be otherwise qualified and eligible to receive an award

TCC may request representation and other information sufficient to determine Respondent's ability to meet these minimum standards listed above and any other required documentation.

**18. Non-Discrimination Policy:** TCC does not discriminate against any individual or vendor with respect to his/her compensation, terms, conditions, or award of contract because of race, color, religion, sex, national origin, age, disability, political affiliation, or limit, segregate, or classify candidates for award of contract in any way which would deprive or tend to deprive any individual or company of business opportunities or otherwise adversely affect status as a vendor because of race, color, religion, sex, national origin, age, disability, or political affiliation.

**19. Limitations:** Any Respondent currently held in abeyance from or barred from the award of a Federal or State contract may not contract with TCC.

**20. Consideration:** For any offer to be considered, the Respondent must meet TCC's requirements, demonstrate the ability to perform successfully and responsibly under the terms of the prospective contract, and submit the completed offer according to the time frames, procedures, and forms stipulated by TCC.

**21. Contract:** In the event Respondent and TCC are satisfied with the proposal submission and its conditions in its entirety and no modification or negotiations are warranted, the submitted proposal shall serve as a legal and binding agreement. In the event modification is necessary, a sample contract containing the major provisions of Respondent's anticipated agreement subject to refinement and negotiation can be obtained upon request to, Kahla Sadler [ksadler@texomacc.org](mailto:ksadler@texomacc.org).

**22. Termination of Contract:** TCC reserves the right to terminate any resulting contract with thirty (30) days written notice.

**23. Conflict of Interest:** No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government code Title 5, Subtitled C., Chapter 171. Additionally, no contractor who develops or drafts specifications, requirements, statements of work and/or procurement documents will bid or submit a proposal for award.

**24. Successful Respondent Shall** defend, indemnify and save harmless TCC or its officers, directors and employees from any and all suits, claims, actions, losses, damages, liability and expenses, including attorney's fees arising from any negligent or willful act, error, omission or misrepresentation of Contractor or his employees, agents (including subagents) or servants. The provisions of the subparagraph shall continue and be ongoing in any contract resulting from this RFP.

**25. Notice:** Any notice provided by this proposal (or required by Law) to be given to the successful Respondent by TCC shall be deemed to have been given and received on the next day after such written notice has been deposited in the US mail by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

**26. Contract Monitor:** TCC shall appoint a contract monitor with designated responsibility to ensure compliance with contract requirements. The contract monitor will serve as liaison between TCC and the successful Respondent.

**27. Invoices** shall show all information as required and shall be mailed directly to TCC 902 E. Cottonwood Rd., Sherman, Texas 75090, and staff person as set out in the contract entered by TCC and Vendor.

**28. Payment** shall be made upon receipt of valid invoice and approval by TCC of all completed and authorized services as set out in the contract entered into by TCC and successful respondent. To ensure prompt payment, invoices shall have a purchase order number, description of service provided, unit and total price, any discount terms as well as vendors name and address.

**29. Assignment:** The successful Respondent shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of TCC.

**30. Order of Precedence:** Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- A. Request for Proposal Instructions and Conditions
- B. Proposal Documents and Procedures, if any.
- C. Other documents, exhibits and attachments

**31. Applicable Law and Venue:** The contract issued by way of this RFP shall be governed, construed and interpreted under the laws of the State of Texas. Venue for any litigation arising under the contract shall lie in Grayson County, Texas.



**32. Advertising:** Vendor shall not advertise or publish without TCC's prior written consent the fact that TCC has entered into a contract, except to the extent necessary to comply with proper requests of information from an authorized representative of the federal, state or local government. Vendor is prohibited from using contract award information, sales/values/volumes in sales brochures or other promotions, including press releases, unless prior written consent is obtained from TCC.

**33. Business Associate:** The selected vendor agrees that they may be a Business Associate as that term is defined under 45 CFR 164.502(e), 164.504(e), 164.532(d) and (e), and as such, will execute a Business Associate Agreement with TCC concurrent with the execution of any contract or agreement for services.

**34. Termination and Funding:** Should the vendor not meet the requirements of the contract, TCC may terminate the contract within thirty (30) days with written notice. In this case, TCC may award the remainder of the contract to the next best vendor.

This agreement is made contingent upon the continuation of federally funded programs, or the continued availability of state or local funds to cover the full term and cost. This agreement is subject to termination, without penalty, either in whole or in part, if funds are not appropriated or are discontinued. In this instance, TCC may cancel this contract by giving thirty (30) days written notice to the vendor.

## **VI. REQUIRED DOCUMENTATION AND PROCEDURES FOR SUBMITTING PROPOSAL**

Each proposal response must include the following items:

1. Title Page - Title page must show the RFP # and subject; the vendor's name; the name, address, and telephone number of a contact person; and the date of the proposal.
2. Vendor Background: The vendor will provide a brief one-page company description, history, ownership, number of employees, summary of financial status and number of customers proposer currently supports.
  - a. Include qualifications, education, and experience of the Respondent's team leader
  - b. Include required references

### 3. Scope of Work:

Repair and remodel will include labor, parts, tools, equipment, miscellaneous materials, and supervision to facilitate the general construction and remodel of approximately 8,000 SF of office space located at 100 Memorial Drive, Denison, Texas 75020. TCC recommends a walkthrough, prior to proposal submission, to determine the final scope of services. The project scope includes, but is not limited to, new flooring, paint, ceilings, electrical, lighting, plumbing, offices/suites, ADA compliant restrooms, kitchen, and meeting rooms. All work must be performed in compliance with all applicable laws, regulations, and codes. The Contractor will be responsible for obtaining any necessary permits.

The construction services work should include, but not be limited to the following:

#### A. Pre-Construction Services

- Review conceptual design and recommend alternative solutions;
- Advise on selection of materials;
- Provide a final, agreed upon site and structural design, and/or blueprint of the envisioned office space prior to remodel;
- Recommend building systems and equipment;
- Provide recommendations on construction feasibility;
- Advise on availability of materials and labor;
- Provide a preliminary Construction Schedule; and
- Establish Bidding and Construction Contingencies.

#### B. General Contractor Services

- Demolition of existing interior space, as necessary;
- Repair and replace electrical and plumbing materials, as necessary;
- Erect new wall and floor coverings;
- Assemble new kitchen and ADA compliant bathrooms;
- Construct 15-20 office spaces; and
- Provide miscellaneous interior renovations, as recommended.

Location of TCC facilities covered within this service contract:

- MH Services, 100 Memorial Drive, Denison, Texas 75020 – Lower Level

4. Pricing – The pricing must be based on the requirements as listed in the Scope of Work and identify an itemized total contract amount for the project term. Prices for indirect costs must also be listed. TCC will not accept or agree to any indirect costs not included in Respondent’s proposal. TCC reserves the right to negotiate all pricing prior to the award of the contract.

5. Vendor Representative – Include the name and title of the designated individual(s), along with respective telephone number(s) and email address(es), who will be responsible for answering technical and contractual questions regarding the proposal.

6. Assurances and Certifications – Vendor must submit the required Assurances and Certifications located in Attachment C.

7. Additional documents to be submitted:

- Submit proof of Historically Underutilized Business “HUB” State Certificate and/or City M/W/DBE Certificate, if applicable.
- Signature Page: Proposal will not be accepted if this page is not signed by an authorized representative. (Attachment A)
- Confidentiality Agreement (Attachment B)
- W-9 Request for Taxpayer Identification number and Certificate. (Attachment D)
- Conflict of Interest Questionnaire (Attachment E)
- Lobbying Certification (Attachment F)
- Certificate of Liability Insurance (Attachment G)

## **VII. EVALUATION CRITERIA**

TCC reserves the right to award contract(s) without any negotiations and reserves the right to not make an award. Respondents are encouraged to provide their best response to the scope of work contained in the solicitation. Based upon TCC’s evaluation of the responses to this RFP, TCC will determine if there is a need to request a Best and Final Offer (BAFO). A request for a BAFO will be at the sole discretion of TCC and will be requested in writing from the Respondents determined to be within the competitive range.

**7.1 EVALUATION CRITERIA.** The award will be made to the Respondent(s) whose offer(s) provides the best value for TCC and is in TCC’s best interest as defined in §2155.074, Gov’t Code. The following criteria will be used to evaluate all proposals and determine the best value:

1. The Respondent’s demonstrated experience (five years or more) and quality in services to be provided. The Respondent’s experience performing the requested services preferably for a community center serving those with mental illness, intellectual and developmental disabilities, and substance use disorders or for other complex entities, agencies or institutions.
2. The submitted pricing to provide the services.

3. An outline of an effective plan for implementing general contractor projects, including estimated timelines for various projects and time needed for meetings with Center staff. Include Respondent's role or each of the following phases: strategy development, initial implementation, and finalization of the project.
4. The qualifications, education, and experience of the Respondent's team leader, who will have responsibility for managing the contract and being the point of contact with Center, and team members who will have responsibility for carrying out tasks under the direction of the team leader.
5. The quality of references from previous or current clients. Respondents must have a demonstrated track record of timely performance, quality, and integrity. Client references should include contact information, including email addresses.

To ensure the relative importance of each criteria, responses will be evaluated by the following percentage:

1	Demonstrated Experience and Quality of Work	25%
2	The Submitted Pricing to Provide the Services	40%
3	Plan Outline for Implementing Project	15%
4	The Qualifications, Education and Experience of the Team Lead and Support Team Members	15%
5	The Quality of References from Previous or Current Clients	5%
	Total	100%

TCC reserves the right to waive any minor or immaterial response requirements noted in the submission process. Submission of proposals confers no legal rights upon any respondent.

TCC will determine whether negotiations or BAFOs are necessary and may invite selected Respondents to provide in-person presentations of their proposals. Respondents should be aware that sealed proposals and information regarding sealed proposals cannot and will not be disclosed to Respondents or the public prior to award of the contract(s).

**7.2 RESERVATIONS OF RIGHTS.** The rights of TCC include, but are not limited to:

1. Rejection of all proposals received.
2. Cancellation of the RFP at its sole discretion.
3. Suspension of the procurement process.
4. Request Respondents to clarify their proposal and/or submit additional information pertaining to the proposal, including issuance of RFP addenda.

This RFP do not commit TCC to make an award, nor does it obligate it to pay any costs incurred by Respondents in the preparation and submission of proposals in anticipation of a contract. Should

an award be made, a notice of award will be issued. This award will be contingent upon the funding by the Legislature being available in each subsequent fiscal year.

**VIII. ASSURANCES, CERTIFICATIONS, OTHER DOCUMENTS**

Attachment	A	Signature Page
Attachment	B	Confidentiality Agreement
Attachment	C	Assurances and Certifications
Attachment	D	W-9 Request for Taxpayer Identification Number and Certification
Attachment	E	Conflict of Interest Questionnaire
Attachment	F	Lobbying Certification
Attachment	G	Certificate of Liability Insurance

**ATTACHMENT A  
SIGNATURE PAGE**

The attached proposal application is being submitted in response to the RFP #2021-001. The proposal is a firm offer and shall remain an open offer, valid for one hundred twenty (120) days from the date of this document.

TCC in its sole and absolute discretion shall have the right to award contracts for any or all materials listed in each proposal, shall have the right to reject 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.

I understand that this proposal will be reviewed and evaluated according to the procedures indicated in this RFP.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

## ATTACHMENT B CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (this "Agreement") is entered into as of the 7<sup>th</sup> day of April, 2021, by and between the Texoma Community Center (TCC), and \_\_\_\_\_ (collectively with all its subsidiaries, officers, directors, members, managers, employees, agents, accountants and attorneys, "Recipient"); with reference to the following:

WHEREAS, TCC and Recipient are discussing a potential transaction relating to TCC's Request for Proposals ("RFP"), and in connection therewith Recipient wishes to receive certain Confidential Information (as hereinafter defined) but requires as a condition precedent Recipient's execution of this Agreement.

NOW, THEREFORE, in consideration of the above and the mutual promises herein contained, the parties hereto agree as follows:

1. Confidential Information. The TCC may provide Recipient with certain Confidential Information for the purpose of implementing and performing this Agreement. The TCC shall retain all rights to its Confidential Information. Recipient shall take such reasonable measures to prevent the unauthorized disclosure to third parties of the TCC's Confidential Information as it would take to prevent disclosure of its own Confidential Information. Recipient may disclose the TCC's Confidential Information only to Recipient's directors, managers, officers and/or employees on a need-to-know basis, and Recipient must advise those persons to whom the Confidential Information is disclosed of the obligations of confidentiality related to such Confidential Information. Except as necessary for performing the Work, documents obtained pursuant to this Agreement may not be duplicated in any manner without the prior written permission of the TCC. All documents exchanged pursuant to this Agreement must be returned to the TCC upon request.

For purposes of this Agreement, "Confidential Information" means all proprietary or confidential information that is disclosed to Recipient, including, without limitation: marketing procedures, financial data, scientific or technical data, process, or procedures that is not generally known to the public; all information belonging to the TCC relating to its or its affiliates' services and products, past, present or future business affairs, including without limitation, research, development, know-how, processes, designs, samples, business plans, marketing methods and plans, market studies, business methods, strategies and practices, internal operations, pricing and billing, financial data, costs, personnel information (including but not limited to names, educational background, prior experience and availability), customers, customer and supplier contacts and needs, sales lists, technology, software, computer programs, other documentation, computer systems, inventions, developments, trade secrets of every kind and character, intellectual property, all information that the TCC or any of its affiliates has or may have in its possession under obligations of confidentiality, information designated by the TCC as confidential, and all other information that should by its nature reasonably be expected to be treated as confidential.

Confidential Information shall not include any information of the TCC that: (i) is or becomes publicly available through no wrongful act of Recipient; (ii) is disclosed to Recipient by a third party who is not prohibited from disclosing the information pursuant to an agreement with the TCC; (iii) is lawfully known by Recipient at the time of disclosure; (iv) is furnished by the TCC to a third party without restriction, or (v) is required to be disclosed to a governmental agency or entity, or by law or legal process, as determined by advice of Recipient's legal counsel, provided that before making such disclosure, Recipient shall give the TCC written notice (within two days from receipt of any demand for disclosure) of such required disclosure in order that the TCC may interpose an objection thereto or otherwise take action to protect the confidentiality of such information, to the extent that giving such notice is not in violation of any applicable law, order, regulation or rule.

2. Confidentiality; Disclosure. The Confidential Information will be kept confidential by each Recipient and will not be used for any purpose by its Recipient other than for the purpose set forth above. Recipient will be responsible for any breach of this Agreement by any of its officers, directors, employees, agents, accountants, and attorneys. Recipient shall restrict the dissemination of the Confidential Information to its employees who have a need to see it, and shall cause any agent, accountant, or other non-employee to whom it wishes to show the Confidential Information sign an agreement in the form hereof in advance thereof. Recipient will keep confidential any Confidential Information contained in any analyses, compilations, studies, or other documents prepared by Recipient that contain or reflect any Confidential Information. Upon request from TCC, Recipient promptly will return all copies of the Confidential Information.

3. No Representation or Warranty. Recipient acknowledges that no Disclosing Party is making any representation or warranty as to the accuracy or completeness of any information furnished (except specifically to the extent and only to such extent as shall be expressly set forth in an executed and delivered definitive agreement). No Disclosing Party or any of its officers, directors, employees, agents or controlling persons (including, without limitation, parent and subsidiary companies) shall have any liability to a Recipient or any other person relating to or arising from the use of the Confidential Information provided by a Disclosing Party.

4. Protective Order. If Recipient becomes legally compelled to disclose any Confidential Information, it shall provide TCC with prompt prior written notice so that TCC may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, Recipient shall (i) furnish only that portion of the Confidential Information which, in accordance with the advice of its own counsel, is legally required to be furnished, and (ii) exercise reasonable efforts to obtain assurances that confidential treatment will be accorded the Confidential Information so furnished.

5. Conduct of Process. Except for any confidentiality agreements, none of TCC or any Disclosing Party is under any obligation to Recipient, and TCC is free to elect, not to consummate an agreement or to furnish or receive information. Nothing contained in this Agreement shall prevent TCC from negotiating with or entering into a definitive agreement with any other person or entity without prior notice to Recipient. Until TCC and Recipient enter into a definitive agreement, no contract or agreement or other investment or relationship shall be deemed to exist between any Disclosing Party or any Recipient as a result of this Agreement, the issuance of a term



sheet, the issuance, receipt, review or analysis of information, the negotiation of definitive documentation, or otherwise, and none of the foregoing shall be relied upon as the basis for an implied contract or a contract by estoppel.

6. Costs and Expenses. Except as otherwise provided in any other written agreement between the parties, the parties shall bear their own costs and expenses, including without limitation fees of counsel, accountants and other consultants and advisors.

7. Venue and Choice of Law. This Agreement shall be governed by and interpreted in accordance with the applicable laws of the State of Texas without giving effect to its laws or rules relating to conflicts of laws that would direct the application of the law of another jurisdiction. Any claim or controversy arising out of this Agreement or a breach hereof shall be adjudicated exclusively by the courts of the State of Texas. Recipient irrevocably consents to the jurisdiction of such courts and hereby irrevocably waives any claim that any proceedings brought in such courts have been brought in an inconvenient forum. Nothing contained in this Agreement shall be construed to waive the sovereign rights or defenses of the TCC, its elected officials, directors, officers, employees or agents.

IN WITNESS WHEREOF, the undersigned parties have executed this Confidentiality Agreement as of the date first written above.

**TEXOMA COMMUNITY CENTER**

**RECIPIENT**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **ATTACHMENT C ASSURANCES DOCUMENT**

Proposer assures the following:

1. All addenda and attachments to the RFP as distributed by TCC and designated by the checklist have been received.
2. No attempt has been or will be made by the Proposer to include any person or firm to submit or not submit a Proposal, unless so described in its Proposal.
3. The Proposer does not discriminate in its services or employment practices on the basis of race, color, genetic information, religion, sex, sexual orientation, national origin, disability, veteran status, or age.
4. All cost and pricing information is reflected in the RFP response documents or attachments.
5. Proposer accepts the terms, conditions, criteria, and requirements set forth in the RFP.
6. Proposer accepts TCC's right to cancel the RFP at any time prior to Contract award.
7. Proposer accepts TCC's right to alter the timetables for procurement that are set forth in the RFP.
8. The Proposal submitted by the Proposer has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition.
9. Unless otherwise required by law, the information in the Proposal submitted by the Proposer has not been knowingly disclosed by the Proposer to any other Proposer prior to the notice of intent to award.
10. No claim will be made for payment to cover costs incurred in the preparation of the submission of the Proposal or any other associated costs.
11. TCC has the right to complete background checks and verify information.
12. The individual(s) signing this document and any Contract awarded to Proposer is authorized to legally bind the Proposer.
13. No employee of TCC, and no member of TCC's Board of Trustees will directly or indirectly receive any pecuniary interest from an award of the proposed Contract to Proposer. If the Proposer is unable to make the affirmation, then the Proposer must disclose any knowledge of such interests. See Attachment E.
14. Proposer is not currently held in abeyance or barred from the award of a federal or state contract.
15. Proposer has not filed for bankruptcy within the past five (5) years.
16. Proposer is not currently in the process of filing for bankruptcy.
17. Proposer is not currently delinquent in its payments of any franchise tax or state tax owed to the State of Texas, pursuant to Texas Business Corporation Act, Texas Civil Statutes, Article 2.45.
18. Proposer shall disclose whether any of the directors or personnel of Proposer have either been an employee of a trustee of TCC within the past two (2) years preceding the date of submission of the Proposal. If such employment has existed, or a term of office served, the Proposal shall state in writing the nature and time of the affiliations as defined. See Attachment E.

**ATTACHMENT C  
ASSURANCES DOCUMENT (CONTINUED)**

19. Proposer shall identify in writing any trustee or employee of TCC who has a financial interest in Proposer or who is related within the second degree by consanguinity or affinity to a person having such financial interest. Such disclosure shall include a complete statement of the nature of such financial interest and the relationship, if applicable. See Attachment E.
20. No former employee or officer of TCC directly or indirectly aided or attempted to aid in procurement of Proposer's service.
21. Proposer shall disclose in writing the name of every TCC employee and/or member of TCC's Board of Trustees with whom Proposer is doing business or has done business during the 365 day period immediately prior to the date on which the Proposal is due; failure to include such a disclosure will be a binding representation by Proposer that the natural person executing the Proposal has no knowledge of any key persons with whom Proposer is doing business or has done business during the 365 day period prior to the immediate date on which the Proposal is due. See Attachment E.
22. Under Section 231.006, Family Code, the Proposer/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 submission may be rejected or terminated and if applicable, payment may be withheld if this certification is inaccurate. For purposes of the foregoing sentence, "vendor or applicant" shall mean Proposer; contract, bid or application shall mean the Proposal; and "this contract" shall mean any Contract awarded to the Successful Proposer.

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 conclusion of a successful contract.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization

**ATTACHMENT D  
FORM W-9**

**Request for Taxpayer Identification Number and Certification**

Vendors are to complete a W-9 Form and submit with Proposal Documents.

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

**ATTACHMENT E**  
**CONFLICT OF INTEREST QUESTIONNAIRE**

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 proposal)

**A signature is required in Box 7 regardless of any other entry on the form.**

**ATTACHMENT F  
LOBBYING CERTIFICATION**

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, 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 no more than \$100,000 for each such failure.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization

**ATTACHMENT G**  
**CERTIFICATE OF LIABILITY INSURANCE**

Vendors are to submit a current copy of Liability Insurance with Proposal Documents.