

**NOTICE INVITATION
REQUEST FOR PROPOSAL RFP # TCC26001**

Texoma Community Center (the “Center”) is a Certified Community Behavioral Health Clinic established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and intellectual and developmental disability services for the residents of Cooke, Fannin, and Grayson Counties, Texas. The Center is a community center under Chapter 534 of the Texas Health and Safety Code and is classified by the Internal Revenue Service as a 501(c)(3) tax-exempt organization.

Texoma Community Center currently employs approximately 170 full-time, part-time and PRN employees, and operates approximately 9 facility locations within the service area of Cooke, Fannin and Grayson Counties.

Texoma Community Center is seeking Proposals from established, qualified and experienced accounting firms to implement and coordinate an Annual Financial Audit.

If you are interested in submitting a proposal, please carefully adhere to the instructions, requirements and deadlines presented in RFP #TCC26001.

A copy of the Request for Proposal (RFP) may be obtained from the Center’s website at www.texomacc.org or by contacting Renea Dennington, Contracts Specialist at contracts@texomacc.org.

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

The Center will only release names of the Proposers who have responded to this solicitation after The Center’s evaluation team has evaluated the proposals and an award has been made and approved by the Center’s Board of Trustees.

Proposals must be submitted via electronic mail NO LATER than 10:00 A.M. (CST), Monday, June 8, 2026. Full submission instructions are specified in the RFP #TCC26001.

The Center appreciates your time and effort in preparing this proposal. All proposals must be received at the specified location identified in RFP # TCC26001 before opening date and time. The official time will be determined by the time/date stamp when received by the Center’s email server. Faxed responses will not be accepted. Proposals received after above date and time will be returned unopened.



**REQUEST FOR PROPOSAL (RFP)
RFP # TCC26001**

Annual Single Financial Audit

**TEXOMA COMMUNITY CENTER
902 E Cottonwood Rd.
Sherman, TX 75090**

Issue Date: May 25, 2026
Due Date: June 8, 2026

TABLE OF CONTENTS

	<u>Section</u>	<u>Page</u>
I.	Overview Introduction	4
II.	RFP Timeline	4
III.	Proposal Submission Instructions	5
IV.	General Instructions and Conditions	6
V.	Required Documentation and Procedures for Submitting Proposal	10
VI.	Evaluation Criteria	11
VII.	Assurances, Certifications and Other Documents	13
	Attachments A-F	14

I. OVERVIEW INTRODUCTION

Texoma Community Center is a Certified Community Behavioral Health Clinic established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and intellectual and developmental disability services for the residents of Cooke, Fannin, and Grayson Counties, Texas. The Center is a community center under Chapter 534 of the Texas Health and Safety Code and is classified by the Internal Revenue Service as a 501(c)(3) tax-exempt organization.

The Center is a unit of government, under the sponsorship of the Cooke, Fannin and Grayson Counties Commissioners Courts which create the Center's nine-member governing board. The Center currently employs approximately 170 full-time, part-time and PRN employees, and operates approximately 9 facility locations within the service area of Cooke, Fannin and Grayson Counties.

The Center, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

The Center is seeking proposals for an accounting firm to complete an annual financial audit for state fiscal year 2026, September 1, 2025 through August 31, 2026.

II. RFP Timeline

RFP Distribution: May 25, 2026

Questions Due: May 28, 2026

NOTE 1: Every effort will be made to answer questions within two (2) business days of receipt.

Final Response to All Questions Available: June 1, 2026

Deadline for Submission/Proposal Due: June 8, 2026

Proposal Opening: June 8, 2026 - A public Proposal Opening will be held immediately following receipt of Proposals at 10:00am, at 902 E Cottonwood Rd, Sherman, TX 75090.

Staff Recommendation submitted to Board of Trustees for approval: June 24, 2026

Anticipated Award Date: Upon recommendation and Board approval - September 1, 2026.

The Center is subject to and complies with the Texas Public Information Act, Chapter 552 of the Texas Government Code therefore following Contract award, the contents of all proposals may be made available upon written request. Therefore, any information contained in the proposal that is deemed to be proprietary in nature must clearly be so designated in the proposal. Such information may still be subject to disclosure under the Public Information Act depending on opinions from the Attorney General's office.

APPEALS and/or PROTEST. Any Proposer's wishing to protest or appeal the selection process must do so within 7 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: Contracts Department
902 E Cottonwood Rd
Sherman, TX 75090**

III. PROPOSAL SUBMISSION INSTRUCTIONS

The Center anticipates awarding a one (1) contract agreement with a two (2)-year renewal option for the Services commencing on September 1, 2026 (the "Contract"). The Center will have the option of renewing the Contract for a maximum of two (2) additional in one (1) year terms to be awarded on a per annum basis, subject to approval of funding, review of the program/services, and proposed rates for each potential upcoming one (1) year term. Any Contract awarded as a result of this Request for Proposals ("RFP") will be prepared by The Center's Contract Management.

All Proposals must be submitted via us electronic mail attachment:

1. email: contracts@texomacc.org
2. Content, exhibits and attachments must be in PDF format.
3. Proposals and all questions are to be in writing via email and directed to: Renea Dennington, Contracts Specialist at contracts@texomacc.org
4. In the subject line of your proposal submission email include: **RFP# TCC26001**
5. Proposals must be signed electronically by an individual legally authorized to commit to the terms of this RFP and responses therein. *Proposals received unsigned will be deemed non-responsive and therefore will not be accepted.*
6. Proposals will not be opened until after the submission deadline.
7. Proposals must remain valid for acceptance for four (4) months post the proposal submission deadline.
8. Proposals or modifications received after the deadline for submission will not be considered.
9. All statements made in the proposal will be considered final, and, if the proposal is accepted will be used as the basis of the purchase agreement.
10. Submitted Proposals become the property of The Center and will not be returned to the Proposer. Proposer agrees that The Center has the right to use, reproduce and distribute

copies of and to disclose to The Center employees, agents and contractors and other governmental entities all or part of the Proposal, as The Center deems appropriate to complete the procurement process or comply with state or federal laws and regulations.

11. 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 the end of the fiscal year.
12. Each proposal **MUST** follow the format for document submission presented in this RFP.

IV. GENERAL INSTRUCTIONS AND CONDITIONS

1. **Late Proposal:** Proposals received at the specified location after submission deadline will be returned unopened and will be considered void and unacceptable. *The Center will determine the official time of receipt of the RFP by using the time/date of receipt of the RFP shown on The Center's email server. Upon request, a receipt may be sent electronically to the deliverer of the RFP, which indicates the date and time it was received. Proposals sent via any method other than electronic mail as described in this RFP will not be accepted. Proposals received after the Proposal Submission Deadline will not be considered.*
2. **Funding:** The resulting contractual agreement from this RFP will be funded by State of Texas General Revenue, Medicaid and/or Third Party Insurance, grants and/or local funds.
3. **Ethics:** Proposers will not offer or accept any gifts or anything of value nor enter into any business arrangement with any employee, Trustee, official or agent of The Center.
4. **Acceptance/Rejection Of Proposals:** It is understood that The Center 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 will deem to be in the best interest of The Center.
5. **Modifications:** The Center reserves the right to modify the general description and scope of services, by issuing a written addendum of any such modifications.
6. **Addenda:** Any interpretations, corrections or changes to this RFP and specifications will be made by written addendum. Sole issuing authority of addendum will be vested in The Center's General Counsel. The Addendum will be emailed 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 Proposers will 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 will be accepted. The Proposer will submit via email substitute pages 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 will not be withdrawn or canceled by the Proposer unless the Proposer submits via email 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 initial offer.
9. **Proposals Will Be** received and acknowledged only to avoid disclosure of the contents to competing Proposers and kept confidential during negotiations.

However, all proposals will be open for public inspection after the contract is awarded and written notification is sent to both successful and unsuccessful Proposers, except for trade secrets and confidential information contained in the proposal and identified by the Proposers as such. Such information may still be subject to disclosure under the Public Information Act based on the Texas Attorney General opinions and on steps taken by the Proposer to protect the information outside the scope of the RFP process.

10. **Sales Tax:** The Center is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposal will not include taxes.
11. **Proposals Must Comply** with all federal, state, county and local laws. All services must be in compliance with federal, state, county and local rules, codes, regulations, laws, and executive orders.
12. **Proposers Will 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 The Center to reimburse responding firms for any expenses incurred in preparing proposals in response to this Request for Proposals and The Center will not reimburse responders for these expenses, nor will the Center pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.
 - A. Title page. Title page should include the RFP # and title/subject. The Proposer's name, address, and name and telephone number of a contact person; and the date of the proposal transmitted.
 - B. Submission/Transmission Letter. A letter of understanding by the person or officer of the Proposer entity that is authorized to enter into a contractual agreement on behalf of Proposer indicating acceptance and commitment to the work to be done as well as a succinct statement as to why the Proposer believes itself is the best qualified.
 - C. Detail Proposal. Required document and detail as specified in section V.
 - D. References. Submit as specified in Section IV.16 of this document.
 - E. Proposer'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 will be considered for award. Proposers taking exception to the specifications, terms and conditions or offering substitutions, will state these exceptions in the section provided or by

attachment as part of the proposal. The absence of such a list will indicate that the Proposer has not taken exceptions, and the Center will hold the resultant Contractor responsible to perform in strict accordance with the specifications, terms, and conditions of the contract. The Center reserves the right to accept any and/or none of the exception(s) /substitution(s) as deemed to be in the best interest of the Center.

14. **Historically Underutilized Business (HUB) And Minority Owned Businesses (M/W/DBES):** 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. The Center will 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 these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, will be regarded as meaning that only best practices of quality services will prevail. All interpretations of these specifications will be made on the basis of this statement.
16. **References:** The Center requests Proposer 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 Proposers:** A prospective Proposer must affirmatively demonstrate Proposer's responsibility. A prospective Proposer must meet the following minimum requirements:
 - A. have adequate financial resources, or the ability to obtain such resources as required;
 - B. be able to comply with the required or proposed performance schedule;
 - C. have a satisfactory record of performance;
 - D. have a satisfactory record of integrity and ethics; and
 - E. be otherwise qualified and eligible to receive an award

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

The Center reserves the right to negotiate with Responders determined to have a reasonable chance of being selected. All such Responders will be afforded fair and equal treatment with respect to such negotiations, and no such Responder will be given information that would give that Responder a competitive advantage over any other.

18. **Non-Discrimination Policy:** The Center does not discriminate against any individual or Proposer 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 Proposer because of race, color, religion, sex, national origin, age, disability, or political affiliation

19. **Limitations:** Any Proposer currently held in abeyance from or barred from the award of a Federal or State contract may not contract with The Center.
20. **Consideration:** For an offer to be considered, the Proposer must meet The Center'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 The Center.
21. **Contract:** In the event Proposer and The Center are satisfied with the proposal submission and its conditions in its entirety and no modification or negotiations are warranted, the submitted proposal will serve as a legal and binding agreement. In the event modification is necessary, a sample contract containing the major provisions of Proposer's anticipated agreement subject to refinement and negotiation can be obtained upon request to contracts@texomacc.org.
22. **Termination Of Contract:** The Center reserves the right to terminate any resulting contract with thirty (30) days written notice.
23. **Conflict Of Interest:** No public official will 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 Proposer Will** defend, indemnify and save harmless The Center or its designee and 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 will continue and be ongoing in any contract resulting from this RFP.
25. **Notice:** Any written notice provided by this proposal (or required by Law) to be given to the successful Proposer by The Center will 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 Proposer at the address so provided; provided this will not prevent the giving of actual notice in any other manner.
26. **Contract Monitor:** The Center will appoint a contract monitor with designated responsibility to ensure compliance with contract requirements. The contract monitor will serve as liaison between the Center and the successful Proposer.

27. **Invoices** will show all information as required and will be mailed directly to the Center's Accounts Payable Department, ap@texomacc.org and the Chief Financial Officer as set out in the contract entered into by the Center and Proposer.
28. **Payment** will be made upon receipt of valid invoice and approval by the Center of all completed and authorized services as set out in the contract entered into by the Center and successful Proposer. To ensure prompt payment, invoices will have a purchase order number, description of service provided, unit and total price, any discount terms as well as Proposers name and address.
29. **Assignment:** The successful Proposer will not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of the Center.
30. **Order Of Precedence:** Any inconsistency in this solicitation or contract will 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 will be governed, construed and interpreted under the laws of the State of Texas. Venue for any litigation arising under the contract will lie in Grayson County, Texas.
32. **Advertising:** Proposer will not advertise or publish without The Center's prior written consent the fact that The Center 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. Proposer 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 The Center.
33. **Business Associate:** The selected proposer 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 the Center concurrent with the execution of any contract or agreement for services.
34. **Termination And Funding:** Should the proposer not meet the requirements of the contract, the Center may terminate the contract within thirty (30) days with written notice. In this case, the Center may award the remainder of the contract to the next best proposer.

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, the Center may cancel this contract by giving thirty (30) days written notice to the Proposer.

35. **Insurance:** Successful Proposer will maintain, at all times during its performance under the Contract, insurance coverage in not less than the following amounts per policy year:

General Liability: Two million dollars (\$2,000,000) per claim
Three million dollars (\$3,000,000) aggregate of all claims

General Liability policy will also include a waiver of subrogation in favor of The Center.

Automobile Liability: If a Successful Proposer-owned vehicle is used in the provision of goods/services pursuant to a Contract, Successful Proposer 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 the Successful Proposer is used in the provision of goods/services pursuant to a Contract, the owner of such vehicle must maintain State of Texas required basic vehicle insurance coverage at all times.

Worker's Compensation: Must meet statutory limits. Worker's Compensation policies will also include a waiver of subrogation in favor of The Center.

Employer Liability: One million dollars (\$1,000,000) per accident
One million dollars (\$1,000,000) per disease per employee
One million dollars (\$1,000,000) disease policy limit

Cyber Liability: Coverage to include defense for liability from copyright infringement and loss of income.

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

Successful Proposer is responsible for obtaining and maintaining any riders or other documents necessary to ensure that the coverage described above includes the Services. A legally qualified insurance company acceptable to The Center must underwrite all insurance coverage listed above. Each policy evidencing such coverage will name The Center as an additional insured on that policy (but specifically excluding policies of personal automobile liability), and will contain a provision (to the extent legally permitted) that the insurance company will give The 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. Successful Proposer will name The Center as additional insured on each policy within 14 days of being awarded a Contract by The Center.

36. **Criminal and Background Checks:** Successful Proposer(s) must ensure that no person will provide Services under a Contract with the Center if that person has been convicted of any of the offenses listed in the Texas Health and Safety Code, Section 250.006(a).

37. **Eligibility to work in the United States:** Successful Proposer(s) will ensure that it and each person who provides services under a Contract is eligible to work in the United States at the time he/she provides Services, and will document such eligibility using USCIS Form I-9 for all such persons and maintain such documentation for at least six (6) years after the Contract ends, and make such documentation available to The Center upon request.

V. 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 Proposer's name; the name, address, and telephone number of a contact person; and the date of the proposal.
2. Responder will respond to each of the following items completely by restating each exactly as written and then providing a response.
 - A. Provide the name, legal status (e.g. nonprofit, sole proprietorship, partnership, corporation, etc.), address and contact telephone number of Proposer. Provide the name of all persons owning a 5% or more interest in Proposer's business.
 - B. Does Proposer meet the requirements for qualification as a Historically Underutilized Business ("HUB") per Section 2161.001(2) of the Texas Government Code? Attach a copy of any current HUB certificate to this Proposal.
 - C. Provide a current Certificate of Account Status from the Texas Secretary of State which shows that Proposer is in good standing or that it is exempt from the state franchise tax.
 - D. Provide copies of Proposer's current insurance coverage, with coverage to be at minimum those amounts described in the "Insurance" portion of the "Conditions" section, above.
 - E. Provide copies of any and all of Proposer's required federal, state, and/or local licenses and/or certifications required with respect to the Services.
 - F. State whether Proposer is currently on or has ever been placed on vendor hold by any agency or business. If "yes", provide pertinent dates and a detailed explanation.
 - G. State whether Proposer is currently or has ever been a defendant or party to a lawsuit. If "yes", provide the cause number, names of parties, name of the court in which the lawsuit was filed, pertinent dates and a detailed explanation of the nature of the lawsuit and the ultimate disposition of the lawsuit.

- H. State whether Proposer is currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
 - I. State whether Proposer is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
 - J. Provide the names, telephone numbers, and addresses of at least three business references for whom Proposer provides services in Cooke, Fannin and/or Grayson County, Texas that are similar to the Services or provides similar services at a community center in Texas.
3. **Scope of Work** – Annual Financial Audit – FY2026 (September 1, 2026 – August
- A. The audit will cover the financial statements of governmental activities, each major fund, and the aggregate remaining fund information, including all required disclosures.
 - B. The audit will be conducted in accordance with generally accepted accounting principles (GAAP) and auditing standards (GAAS) in the United States.
 - C. The audit will be conducted with an understanding of the TAC code(s) associated with audits and financial reporting.
 - D. Required Supplementary Information (RSI): The auditors will apply limited procedures (such as inquiries and consistency checks) to the Management's Discussion and Analysis and the Budgetary Comparison Schedule for the General Fund.
 - E. Supplementary Information: The auditors will also report on supplementary information, specifically the Schedule of Expenditures of Federal and State Awards. This information will be audited, and an opinion will be provided in relation to the financial statements as a whole.
4. Transmittal Letter - Submit a signed letter briefly addressing your understanding of the work to be done, the commitment to do the work detailed within this RFP and a statement explaining why the Proposer believes itself to be best qualified to do the required work.
5. Pricing - Proposers may provide pricing in the format of their choice. The pricing must be based on the requirements as listed in the Scope of Work #1 or #2 and identify the total contract amount for the initial contract term of twelve months. Prices for indirect costs must also be listed. The Center will not accept or agree to any indirect costs not included in Proposer's proposal. The Center reserves the right to negotiate all pricing prior to the award of the contract.

6. Responder's 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.
7. Assurances and Certifications – Responder must submit the required Assurances and Certifications located in *Attachment C*.
8. Additional documents to be submitted:
 - o If your pricing is a government/county pricing please provide copy of your agreement with specific state, federal or local organization. (Ex: GSA, DIR, Choice Partners, National IPA, HGAC, Grayson County)

VI. EVALUATION CRITERIA

The Center reserves the right to award contract(s) without any negotiations and reserves the right to not make an award. Proposers are encouraged to provide their best response to the scope of work contained in the solicitation. Based upon The Center's evaluation of the responses to this RFP, The Center 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 The Center and will be requested in writing from the Proposers determined to be within the competitive range.

1. **EVALUATION CRITERIA.** The award will be made to the Proposer(s) whose offer(s) provides the best value for The Center and is in the Center'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:
 - A. The Proposer's demonstrated experience (five years or more), creativity and quality in design and production services, strategic communications planning, media relations or digital media, and/or conference promotion. The Proposer's experience performing the requested services preferably for a community the Center serving those with mental illness, intellectual and developmental disabilities, and substance use disorders or for other complex entities, agencies or institutions.
 - B. The submitted pricing to provide the services.
 - C. An outline of an effective plan for implementing communication projects, including estimated timelines for various projects and time needed for meetings with The Center staff. Include Proposer's role or each of the following phases: strategy development, initial implementation, and finalization of the project.
 - D. The qualifications, education, and experience of the Proposer's team leader, who will have responsibility for managing the contract and being the point of contact with The Center, and team members who will have responsibility for carrying out tasks under the direction of the team leader.

- E. The quality of references from previous or current clients. Proposers must have a demonstrated track record of timely performance, quality and integrity. Client references will 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, Creativity and Quality of Work	25%
2	The Submitted Pricing to Provide the Services	40%
3	Plan Outline for Implementing Communication Projects	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%

The Center 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 Proposer.

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

- 2. **RESERVATIONS OF RIGHTS.** The rights of The Center include, but are not limited to:
 - A. Rejection of any and all proposals received.
 - B. Cancellation of the RFP at its sole discretion.
 - C. Suspension of the procurement process.
 - D. Request Proposers to clarify their proposal and/or submit additional information pertaining to the proposal, including issuance of RFP addenda.

This RFP does not commit The Center to make an award, nor does it obligate it to pay any costs incurred by Proposers 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.

VII. ASSURANCES, CERTIFICATIONS, OTHER DOCUMENTS

Attachment	A	Proposer Profile
Attachment	B	Signature Page
Attachment	C	Assurances Document
Attachment	D	Conflict of Interest Questionnaire
Attachment	E	Lobbying Certification
Attachment	F	Form W-9

VIII. PERFORMANCE STANDARDS AND COMPLIANCE

1. Successful Proposer'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 the 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 as may be amended from time to time including, but not limited to, the Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
2. Successful Proposer will ensure that no person, on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, genetic characteristics, age, disability, or political affiliation will be excluded from participation in, be denied the benefits of, or be subject to discrimination under any applicable law or regulation, or under any of the policies of the Texas Health and Human Services Commission or its related agencies (collectively, "HHSC") or The Center.
3. The Center reserves the right to retain all performance by any Successful Proposer, and to recover all consideration paid to any Successful Proposer pursuant to a Contract thus permitting forfeiture of such Contract, in the event that Proposer (a) was doing business at the time of submitting the Proposal or had done business during the 365 day period immediately prior to the date on which the Proposal was due with an undisclosed key person, (b) does business with a key person after the date on which the Proposal is due and prior to full performance of the Contract and fails to disclose the name of any such key person in writing to The 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 RFP as *Attachment A*.
4. Successful Proposer will perform assigned work in a prompt, efficient, and professional manner. If a Successful Proposer cannot provide the Services within the Contract requirements, The Center reserves the right to solicit and/or procure any or all such Services outside the Contract and/or terminate the Contract.
5. Successful Proposer will provide at its sole cost all necessary supplies, equipment, software, technology support and other items in order to perform the services properly as defined in the Contract.
6. Any Contract may be terminated for any reason or without cause by The Center by submission of written notice of at least 30 days.
7. Successful Proposer 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 Services covered by the Proposal.

ATTACHMENT A

TEXOMA COMMUNITY CENTER

Board of Trustee Members	Title
Ray Sappington	Board Chair
Tony Bennie	Board Vice Chair
Lander Bethel	Board Secretary
Lander Bethel	Board Treasurer
Christina Tillett	Board Member
Tom Reynolds	Board Member
Holly Jenkins	Board Member
Cody Shook	Board Member
Jackie Melancon	Board Member
Brandon Toney	Board Member
The Center Executive Management	Title
Sylvia Cave	Chief Executive Officer
Amberlee Conley	Chief Operations Officer
James Bowen	Chief Financial Officer
Cindy Smith	Chief Administrative Officer
Procurement Team	Title
Molina Cheek	Comptroller
Renea Dennington	Contracts Specialist

**ATTACHMENT B
SIGNATURE PAGE**

The attached proposal application is being submitted in response to the RFP #TCC26001. The proposal is a firm offer and will remain an open offer, valid for one hundred twenty (120) days from the date of this document.

The Center in its sole and absolute discretion will have the right to award contracts for any or all materials listed in each proposal, will have the right to reject any and all proposals and will not be bound to accept the lowest proposal and will be allowed to accept the total proposal of any one Proposer.

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 C ASSURANCES DOCUMENT

For purposes of this *Attachment C* the term “local government officer” with respect to The Center means a member of The Center’s Board of Trustees (see *Attachment A*), The Center’s Chief Executive Officer (see *Attachment A*), and/or an agent of the 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 The Center means a member of The Center’s Board of Trustees (see *Attachment A*), or another The Center officer 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.

Proposer Assures the Following:

1. Proposer has received all addenda and attachments to the RFP as distributed by The Center.
2. Proposer will not make any attempt to induce any person or firm to submit or not submit a Proposal.
3. Proposer 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 The Center. Proposer 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. Proposer accepts the terms, conditions, criteria, and requirements set forth in the RFP.
5. Proposer accepts The Center’s right to alter the timetables for procurement as set forth in the RFP.
6. The Proposal submitted by Proposer 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 Proposer has not been knowingly disclosed by Proposer to any other Proposer.
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 Proposer.
10. Proposer agrees to follow all applicable federal, state, county, and local laws, regulations, codes, standards, and all applicable The Center policies and procedures if chosen as the Successful Proposer.
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 The Center is considering entering into a Contract with Proposer, but excluding a political contribution defined by Title 15 of the Texas Election Code, or food accepted as a guest. If Proposer is unable to make this affirmation, then Proposer must disclose any knowledge of such interests by including a completed Form CIQ, a copy of which is attached to this *Attachment C*, with the submitted Proposal. *See Attachment A.*
12. Proposer does not have a family relationship with a local government officer of The Center. If such family relationship exists, Proposer must disclose any knowledge of such relationships by including a completed Form CIQ, a copy of which is attached to this Assurances Document with the submitted Proposal. *See Attachment A.*
13. Proposer does not have any employment or business relationship with any corporation or other business entity with respect to which any local public official of The Center or any family member thereof serves as an employee, officer or director, or holds an ownership interest and no local public official of The Center or family member thereof has an employment or business relationship with Proposer, or holds an ownership interest in Proposer. If Proposer is unable to make this affirmation, then Proposer must disclose any knowledge of such relationships in a written statement included with this signed Assurances Document.
14. Proposer will disclose in a written statement included with this signed Assurances Document whether any of the directors or personnel of Proposer has either been an employee or a trustee of The 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. Proposer does not have any employment or business relationship with any corporation or other business entity with respect to which any local government officer of The 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 The Center or family member thereof has an employment or business relationship with Proposer, or holds an ownership interest in Proposer. If Proposer is unable to make this affirmation, then Proposer must disclose any knowledge of such relationships by including a completed form CIQ, a copy of which is attached to this *Attachment C*, with the submitted Proposal. *See Attachment A.*

16. No former employee or officer of HHSC and/or The Center directly or indirectly aided or attempted to aid in procurement of Proposer'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 Proposer. If Proposer is unable to make this affirmation, then Proposer must disclose any knowledge of such relationships by including a completed form CIQ, a copy of which is attached to this *Attachment C*, with the submitted Proposal. *See Attachment A.*
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" will mean Proposer; contract, bid or application will mean the Proposal; and "this contract" will mean any Contract awarded to a Successful Proposer pursuant to this RFP.
19. Proposer is not currently held in abeyance or barred from the award of a federal or state contract.
20. Proposer is currently in good standing for payment of all applicable state tax.
21. Proposer 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. Proposer agrees to provide the Services described in this RFP at the rate(s) of payment described in the Proposal.
23. Proposer is a reputable company regularly engaged in providing products and/or services necessary to meet requirements, specifications, terms and conditions of the RFP.
24. Proposer has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the RFP.
25. This Proposal will remain in full force and effect until June 8, 2026 and may be accepted by The Center at any time prior to this date.
26. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and Proposer agrees that the Contract can be terminated if the Proposer 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.

Signature of Applicant or Applicant's Authorized Representative

Date

Printed Name

Title

Organization

ATTACHMENT D
CONFLICT OF INTEREST QUESTIONNAIRE

Please 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)

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

**ATTACHMENT E
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, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned will 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 will 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 will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Authorized Representative

Date

Printed Name

Title

Organization

**ATTACHMENT F
FORM W-9**

Request for Taxpayer Identification Number and Certification

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

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