



REQUEST FOR PROPOSAL (RFP)

RFP # TCC27001

GROUNDS KEEPING SERVICES

**TEXOMA COMMUNITY CENTER
902 E COTTONWOOD RD
SHERMAN, TX 75092**

Issue Date: July 31, 2026
Due Date: August 17, 2026

TABLE OF CONTENTS

	<u>Section</u>	<u>Page</u>
I.	Overview	3
II.	Locations	3
III.	Points of Contact	3
IV.	Schedule of Events	4
V.	Proposal Submission Instructions	4
VI.	Required Information and General Conditions	6
VII.	Scope of Work	11
VIII.	Evaluation Criteria	12
IX.	Assurances, Certifications and Other Documents	13
X.	Performance Standards and Compliance	13
	Attachments A-F	15

I. OVERVIEW

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

II. LOCATION

Texoma Community Center is seeking Proposals from established, qualified and experienced grounds keeping service professionals to maintain our Cooke County office at:

**301 N Grand Avenue
Gainesville, Texas**

III. POINTS OF CONTACT

Contract and RFP questions please contact:

Renea Dennington, CTCM

Contracts@texomacc.org

903-357-2205

Property Questions please contact:

Doug Gray, Facilities Manager

DGray@texomacc.org

903-357-2202

Appeals and Protests

Sylvia Cave, CEO

scave@texomacc.org

Physical Address

Administration

902 Cottonwood Drive

Sherman, TX 75090

Mailing Address

P.O. Box 1087

Sherman, TX 75091

IV. SCHEDULE OF EVENTS

Proposals must be received prior to the dates indicated below. Late proposals will not be considered.

RFP #TCC27001 – Grounds Keeping Services	
July 30, 2026	RFP Distribution Date
August 11, 2026, 5:00 PM	Last date to submit RFP Questions
August 12, 2026, 5:00 PM	Final Response to Questions
August 17, 2026, 10:00 AM	Deadline for RFP Submission
August 17 – August 21, 2026	Evaluation Committee & Recommendation
August 25, 2026, 12:00 PM	Board Approval of Selected Vendor
September 1, 2026	Anticipated Contract Begin Date

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 Center to accept or contract for any expressed or implied services.

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

Texoma Community Center is subject to and complies with the Texas Public Information Act, Chapter 552 of the Texas Government Code. After a contract is awarded, proposal contents may be made available upon written request. Any proprietary information included in a proposal must be clearly identified as proprietary. Such information may still be subject to disclosure under the Public Information Act, depending on opinions issued by the Texas Attorney General’s Office.

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 email and certified mail to: scave@texomacc.org
Texoma Community Center, Sylvia Cave, CEO; 902 E Cottonwood Rd., Sherman, TX 75090

V. PROPOSAL SUBMISSION INSTRUCTIONS

Texoma Community Center (“Center”) anticipates awarding one (1) contract agreement with a two (2)-year renewal option for the Services commencing on September 1, 2026 (the “Contract”). Any Contract awarded as a result of this Request for Proposals (“RFP”) will be prepared by Center’s Contract Management.

1. **Questions** must be sent to the point of contact listed above. Questions are due no later than August 11, 2026 at 5:00 pm. Answers to questions will be sent in response to an email and posted as a list of questions at <https://texomacc.org/tcc-contract/> no later than August 12, 2026 at 5:00 pm.

2. **Submit** proposals by email to: Contracts@texomacc.org
Subject: RFP # TCC27002

or deliver by hand in a sealed envelope to:

Contracts Department
902 Cottonwood Dr
Sherman, TX 75090.

3. Proposals must include:

a. **Cover Letter** 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.
- Include a brief overview of your company, including its history.
- 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; and
- 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.

b. **Signature Page** that must be signed by hand or 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.*

c. **References:** A list of at least three (3) references (local preferred) where same or similar services have been provided. Include name, contact name, address, telephone number and description of services provided for each reference.

d. **Services:** A comprehensive plan that details how the services will be staffed in accordance with the scope of services to be provided.

e. **Pricing** Proposers may provide pricing in the format of their choice. The pricing must be based on the requirements listed in the Scope of Work and identify the total contract amount for the initial contract term of twelve months. Prices for indirect costs must also be listed. Center will not accept or agree to any indirect costs not included in Proposer's proposal. Center reserves the right to negotiate all pricing prior to the award of the contract.

f. **Other Documentation:**

- Signature Page
- W-9
- Conflict of Interest
- Assurances Document
- Proof of Insurance

- 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
 - HUB state certificate and/or City M/W/DBE certificate (if applicable)
4. Proposals must remain valid for acceptance for four (4) months post the proposal submission deadline.
 5. Proposals or modifications received after the deadline for submission will not be considered.
 6. 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.
 7. 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 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.
 8. Each proposal **MUST** follow the format for document submission presented in this RFP.
 9. In accepting proposals, Center reserves the right to reject any and all proposals, to waive formalities and reasonable irregularities in submitted documents, and to waive any requirements in order to take the action, which it deems to be in the best interest of Center and is not obligated to accept the lowest cost proposal.

VI. REQUIRED INFORMATION AND GENERAL CONDITIONS

1. **Late Proposal:** Proposals received at the specified location after submission deadline shall be considered void and unacceptable. Center will determine the official time of receipt of the RFP by using the time/date of receipt of the RFP shown on 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 received after the Proposal Submission Deadline will not be considered.
2. **Funding:** The resulting contractual agreement from this RFP shall be funded by State of Texas General Revenue, Medicaid and/or Third-Party Insurance, grants and/or local funds.
3. **Ethics:** Proposers 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 Center.
4. **Acceptance/Rejection of Proposals:** It is understood that 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 shall deem to be in the best interest of Center.
5. **Modifications:** 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 shall be made by written addenda. Sole issuing authority of addenda shall be vested in Center's General Counsel. Addenda shall 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 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 Proposer shall 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 shall 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 Shall Be** received and acknowledged only so as to avoid disclosure of the contents to competing Proposers 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 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:** Center 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 be in compliance with federal, state, county and local rules, codes, regulations, laws, and executive orders.
12. **Proposers 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 Center to reimburse responding firms for any expenses incurred in preparing proposals in response to this Request for Proposals and 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.
13. **Exceptions/Substitutions:** All proposals meeting the intent of this Request for Proposal shall be considered for award. Proposers 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 Proposer has not taken exceptions, and Center shall hold the resultant Contractor responsible to perform in strict accordance with the specifications, terms, and conditions of the contract. 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 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 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 these 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 on the basis of this statement.
- 16. References:** 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

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.

Center reserves the right to negotiate with Responders determined to have a reasonable chance of being selected. All such Responders shall be afforded fair and equal treatment with respect to such negotiations, and no such Responder shall 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 Center.
- 20. Consideration:** For an offer to be considered, the Proposer must meet 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 Center.
- 21. Contract:** In the event Proposer and Center 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 Proposer's anticipated agreement subject to refinement and negotiation can be obtained upon request to Contracts@texomacc.org.

- 22. Termination Of Contract:** Center 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 Proposer Shall** defend, indemnify and save harmless 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 shall 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 Center 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 Proposer at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
- 26. Contract Monitor:** Center shall 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** shall show all information as required and shall be mailed directly to the Center address and staff person or emailed as set out in the contract entered into by Center and Proposer.
- 28. Payment** shall be made upon receipt of valid invoice and approval by Center of all completed and authorized services as set out in the contract entered into by Center and successful Proposer. 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 Proposers name and address.
- 29. Assignment:** The successful Proposer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Center.
- 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:** Proposer shall not advertise or publish without Center's prior written consent the fact that 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 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 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, Center may terminate the contract within thirty (30) days with written notice. In this case, 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, Center may cancel this contract by giving thirty (30) days written notice to the Proposer.

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

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

General Liability policy shall also include a waiver of subrogation in favor of 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 shall also include a waiver of subrogation in favor of 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

And such other insurance coverage, each to the extent required and, in such amounts, as may be reasonably required by 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 Center must underwrite all insurance coverage listed above. Each policy evidencing such coverage shall name Center as an additional insured on that policy (but specifically excluding policies of personal automobile

liability), and shall contain a provision (to the extent legally permitted) that the insurance company shall give 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 Center as additional insured on each policy within 14 days of being awarded a Contract by 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) shall 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 shall 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 Center upon request.

VII. SCOPE OF WORK

For example purposes only: The Proposer must outline in the proposal an initial program strategy for Scope of Work.

Services to be provided:

- mowing
- edging
- blowing of debris and disposal of trimmings
- tree trimming
- shrub/bush trimming
- weed control

Schedule of Services:

- April thru October – at least once per week:
- November and March – Bi-Weekly
- January and December – Monthly

Contractor agrees to:

1. Provide all management, customer service, labor, materials, and equipment necessary to provide lawn care and work environments in a responsible, safe, cost efficient, and environmentally friendly manner.
2. All mowing, weed eating, and edging for the property as weather conditions throughout the seasons dictate and permit.
3. Air-sweep all paved areas during each service.
4. Clean up and removal of all trash, litter and lawn debris at each service.
5. Supply and spread turf builder/weed and feed product through out the property in March and November.
6. All flower beds and shrubbery will be kept weed free using herbicide and manual weeding.
7. Spray all cracks in sidewalks and parking areas with herbicide to maintain a weed-free, clean and professional appearance.

8. Prune or cut back all low hanging branches and/or dead limbs as needed to maintain at least an 8 foot clearance.
9. Maintain and trim shrubs or ornamentals as needed to maintain a professional appearance.
10. Remove all poison ivy, poison oak, and poison sumac from property.

VIII. EVALUATION CRITERIA

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 Center's evaluation of the responses to this RFP, 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 Center and will be requested in writing from the Proposers determined to be within the competitive range.

Evaluation Criteria. The award will be made to the Proposer(s) whose offer(s) provides the best value for 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:

1. The Proposer's demonstrated experience. The Proposer's experience performing the requested services preferably for other complex entities, agencies or institutions.
2. The submitted pricing to provide the services.
3. An outline of an effective plan for implementing services, including estimated timelines for various projects and time needed for meetings with Center staff. Include Proposer'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 Proposer'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. Proposers 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:

Demonstrated Experience, Creativity and Quality of Work	25%
The Submitted Pricing to Provide the Services	40%
Plan Outline for Implementing Communication Projects	15%
Qualifications, Education and Experience	15%
Quality of References from Previous or Current Clients	5%
Total	100%

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.

Center will determine whether negotiations or BAFOs are necessary and may invite selected Proposers to provide in-person presentations of their proposals. Proposers should 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).

Reservations of Rights. The rights of Center include, but are not limited to:

1. Rejection of any and all proposals received.
2. Cancellation of the RFP at its sole discretion.
3. Suspension of the procurement process.
4. 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 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.

XI. 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

X. 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 Center.

3. 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 Center prior to commencing business with such key person, or (c) fails to submit a completed Form CIQ (see Attachment D) 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 shall perform assigned work in a prompt, efficient, and professional manner. If a Successful Proposer cannot provide the Services within the Contract requirements, Center reserves the right to solicit and/or procure any or all such Services outside the Contract and/or terminate the Contract.
 - A. 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.
 - B. Any Contract may be terminated for any reason or without cause by Center by submission of written notice of at least 30 days.
 - C. 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
Center Executive Management	Title
Sylvia A. Cave	Chief Executive Officer
Amberlee Conely	Chief Operations Officer
James Bowen	Chief Financial Officer
Cindy Smith	Chief Administration 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 #TCC27001. 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.

Center 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 any and all proposals and shall not be bound to accept the lowest proposal and shall be allowed to accept the total proposal of any one 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 Center means a member of Center’s Board of Trustees (see *Attachment A*), 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 Center means a member of Center’s Board of Trustees (see *Attachment A*), or another 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 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 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 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 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 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 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 Center or any family member thereof serves as an employee, officer or director, or holds an ownership interest and no local public official of Center or family member thereof has an employment or business relationship with 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 shall 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 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 Center either serves as an employee, officer or director, or holds an ownership interest of one percent or more, and no local public official of Center or family member thereof has an employment or business relationship with 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 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 (follow link in attachment D), 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" shall mean Proposer; contract, bid or application shall mean the Proposal; and "this contract" shall 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 shall remain in full force and effect until _____ and may be accepted by Center at any time prior to this date.
26. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and 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

Name

Title

Organization

ATTACHMENT D

CONFLICT OF INTEREST QUESTIONNAIRE

Please retrieve CIQ Form from the following website:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

or

<https://www.ethics.state.tx.us/forms/conflict/>

(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 shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Signature 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>